DOCUMENT RESUME

ED 298 978 JC 880 396

TITLE Agreement between Coast Federation of Employees/American Federation of Teachers Local 1911 Faculty Unit and Coast Community College District, January 14, 1987.

INSTITUTION Coast Community Coll. District, Costa Mesa, Calif.

PUB DATE 14 Jan 87

NOTE 90p.; Part of a collection of bargaining agreements compiled by the National Education Association.

PUB TYPE Legal/Legislative/Regulatory Materials (090)

EDRS PRICE MF01/PC04 Plus Postage.

DESCRIPTORS *Collective Bargaining; *College Faculty; Community Colleges; *Contracts; *Employment Practices; Faculty Promotion; Faculty Workload; Fringe Benefits; Grievance Procedures; Job Layoff; Leaves of Absence; *Personnel Policy; Released Time; Teacher Dismissal; Teacher Retirement; Teacher Salaries; Tenure; Two Year Colleges; Unions

IDENTIFIERS *AFT Contracts; American Federation of Teachers

ABSTRACT

This collective bargaining agreement between the faculty unit of the Coast Federation of Employees and Coast Community College District establishes conditions of employment for all full-time certificated employees of the district. The articles in the agreement set forth provisions related to: (1) union recognition; (2) definitions; (3) the academic calendar; (4) rights of the district; (5) rights of the federation; (6) the federation's role in governance; (7) academic freedom and responsibility; (8) personnel files; (9) evaluation of faculty members; (10) professional security; (11) academic relations; (12) hours of service; (13) working conditions and duties; (14) compensation; (15) paid leaves; (16) vacations; (17) sabbatical leaves; (18) unpaid leaves; (19) retirement; (20) recognition of meritorious service; (21) employment beyond retirement age; (22) employee and dependent benefits coverage; (23) professional meetings and conferences; (24) vacancies, transfers, and reassignments; (25) property rights; (26) grievance and arbitration procedures; (27) concerted activities; and (28) the conditions and duration of the agreement. A salary schedule, faculty evaluation forms, professional development guidelines, and sabbatical leave information are appended. (EJV)

****
* Reproductions supplied by EDRS are the best that can be made *
* from the original document. *
****

ED298978

AGREEMENT BETWEEN

COAST FEDERATION OF EMPLOYEES/AMERICAN FEDERATION OF TEACHERS

LOCAL 1911 FACULTY UNIT

and

COAST COMMUNITY COLLEGE DISTRICT

January 14, 1987
(in print)

"PERMISSION TO REPRODUCE THIS MATERIAL HAS BEEN GRANTED BY

S. Edgar

TO THE EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC)."

U.S. DEPARTMENT OF EDUCATION
Office of Educational Research and Improvement
EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC)

☐ This document has been reproduced as received from the person or organization originating it.

☒ Minor changes have been made to improve reproduction quality.

• Points of view or opinions stated in this document do not necessarily represent official OERI position or policy.

BEST COPY AVAILABLE

JC 880 396

Ab 2

TABLE OF CONTENTS

Article		
I	RECOGNITION	1
II	DEFINITIONS	2-3
III	ACADEMIC CALENDAR	4
IV	RIGHTS OF THE DISTRICT	5-6
V	RIGHTS OF THE FEDERATION	7-9
VI	FEDERATION RIGHTS - GOVERNANCE	10
VI	ACADEMIC FREEDOM AND RESPONSIBILITY	11
VII	PERSONNEL FILES	12-13
VIII	EVALUATION OF FACULTY MEMBERS	14-17
IX	PROFESSIONAL SECURITY	18
X	ACADEMIC RELATIONS	19-20
XI	HOURS OF SERVICE	21-28
XII	WORKING CONDITIONS AND DUTIES	29-30
XIII	COMPENSATION	31-38
XIV	PAID LEAVES	39-43
XV	VACATIONS	44
XVI	SABBATICAL LEAVES	45-47
XVII	UNPAID LEAVES	48-50
XVIII	RETIREMENT	51-53
XIX	RETIREMENT: RECOGNITION FOR MERITORIOUS SERVICE	54
XX	EMPLOYMENT BEYOND RETIREMENT AGE	55
XXI	EMPLOYEE AND DEPENDENT BENEFITS COVERAGE	56-59
XXII	PROFESSIONAL MEETINGS AND CONFERENCES	60
XXIII	VACANCIES, TRANSFERS AND REASSIGNMENTS	61-63
XXIV	PROPERTY RIGHTS	64
XXV	GRIEVANCE AND ARBITRATION PROCEDURE	65-67
XXVI	CONCERTED ACTIVITIES	68
XXVII	AGREEMENT CONDITIONS AND DURATION	69

Appendix		
A	SALARY SCHEDULE	71
B	SIDE LETTER OF AGREEMENT TO ARTICLE XI	72
C	FACULTY EVALUATION REPORTS	73-78
D	GUIDELINES TO PROFESSIONAL DEVELOPMENT	79-83
E	SABBATICAL LEAVE PROCEDURES	84-88

ARTICLE I. RECOGNITION

Section 1. Pursuant to the certification of the Public Employment Relations Board of the State of California, dated May 25, 1979, in case number LA-R-794, the District recognizes the Federation as the exclusive representative of "Faculty Members" as in Article II, Section 10.

Section 2. Any dispute between the Federation and the District as to whether any new or revised position is to be included within or excluded from the Bargaining Unit will be submitted to the exclusive jurisdiction of the Public Employment Relations Board for its decision.

ARTICLE II. DEFINITIONS.

Section 1. "Administrator" shall mean a management and/or supervisory employee of the District.

Section 2. "Bargaining Unit" shall mean all Faculty Members covered by this Agreement.

Section 3. "Board" shall meanthe Board of Trustees of the Coast Community College District.

Section 4. "Chancellor" shall mean the Chancellor of the Coast Community College District.

Section 5. "Chief Instructional Officer" shall mean the Dean of Instruction at Orange Coast College, the Dean of Instruction at Coastline Community College and the Dean of the Instruction at Golden West College. In the event of a reorganization at an institution, the Federation and the District agree to meet to designate the Chief Instructional Officer under this Section.

Section 6. "College" shall mean Orange Coast College, Golden West College and Coastline Community College, together or separately.

Section 7. "Contract Faculty Member" shall mean a Faculty Member who is employed for more than sixty percent (60%) of a full-time load during such Faculty Member's first and second successive academic years of employment with the District.

Section 8. "District" shall mean the Coast Community College District.

Section 9. "Education Code" shall mean the Education Code of the State of California as it may be amended from time to time.

Section 10. "Faculty Members" shall mean all certificated employees of the District, except (i) all management, supervisory, and confidential employees; (ii) all other employees who hold positions not requiring certification; and (iii) all certificated employees employed for less than fifty percent (50%) of a full-time load as defined in Article XI, Hours of Service.

Section 11. "Federation" shall mean the Coast Federation of Employees Faculty Unit, American Federation of Teachers, Local 1911.

Section 12. "Instructor" shall mean a Faculty Member who is assigned as a teacher.

Section 13. "Parties" shall mean the District and the Federation.

Section 14. "President" shall mean the President of Orange Coast College, Golden West College or Coastline Community College.

Section 15. "Regular Faculty Member" shall mean a Faculty Member who attains permanent status with the District after completion of two (2) consecutive academic years with the District as a Contract Faculty Member and who is employed by the District in the subsequent and following years as a Faculty Member.

Section 16 . "Temporary Faculty Member" shall mean a Faculty Member so defined by the Education Code and so designed by the District.

ARTICLE III. ACADEMIC CALENDAR.

Section 1. Calendar and Work Year.

The work year shall not exceed one hundred seventy-six (176) contract days. In the event any day or days are "lost" due to uncontrollable circumstances, the District may add an unscheduled day or days to the calendar, if necessary, to comply with State requirements.

Section 2. Holidays.

(a) The District shall observe the twelve (12) holidays set forth below:

New Year's Day
Lincoln's Birthday
Washington's Birthday
Spring Recess Friday
Memorial Day
Independence Day
Labor Day
Martin Luther King Jr.'s Birthday
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

(b) The District for any year may designate anothr day or days as holidays.

(c) When a holiday herein falls on a Sunday, the following Monday shall be observed as a holiday; similarly, when a holiday herein falls on a Saturday, the preceding Friday shall be observed as the holiday.

(d) The school calendar shall include a winter recess, a semester break and a spring recess.

Section 3. Calendar Committee.

(a) During the spring semester of each year, the Vice Chancellor for Human Resources shall convene a Calendar Committee with equal representation from the Federation and the District. This committee will recommend to the Chancellor and the Board a calendar for the academic year starting in the next calendar year.

(b) In the event that the recommendation is for a significant change in the pattern of the academic year, the recommendation shall be subject to negotiations between the District and the Federation.

ARTICLE IV. RIGHTS OF THE DISTRICT.

Section 1. Subject to the specific terms and conditions of this Agreement, the District retains and reserves unto itself, without limitation, all of the rights, authority, duties, and responsibilities conferred upon it and vested in it by the laws and Constitution of the State of California to direct, manage and control the affairs of the District. Such rights of the District include, but are not limited to:

(a) The right to determine its organizational structure and to delegate its rights and responsibilities to the Chancellor, to the Presidents, and to such other officials, persons, institutes, divisions, departments and committees it shall from time to time determine;

(b) The right to determine its financial structure including (i) all decisions and conditions relating to all sources of District income; (ii) all investment policies and practices; and (iii) all budgetary matters and procedures, to wit, the budget calendar, the budget formation process, accounting methods, payroll practices, fiscal and budget control policies and procedures, and all budgetary allocations, reserves and expenditures;

(c) The right to acquire, administer, and dispose of all District property whether real or personal and whether owned, leased or otherwise controlled, including all land, buildings, facilities, grounds, fixtures, machinery and other improvements;

(d) The right to determine all services to be rendered to the students and to the public, including the nature, methods, quantity, quality, frequency and standards of service and the personnel, facilities, vendors, suppliers, materials, vehicles, equipment, and tools to be used in connection with such service, the contracting of services to be rendered and functions to be performed, including educational support, educational aids and devices, structural maintenance and repair services;

(e) The right to determine the utilization of personnel, including the determination of the number of Faculty Member positions, the addition or elimination of Faculty Member positions and the selection and utilization of personnel not covered by this Agreement, the determination of the use of certificated management and supervisory personnel, the selection of Faculty Members, the determination of the assignment or reassignment of certificated management and supervisory employees of the District;

(f) The right to establish educational policies, goals and objectives (except as provided in Article V, Section 12) based on the District's mission and the right to determine all matters related to student personnel services;

(g) The right to determine the assignment of Faculty Members to work schedules, functions and activities and the right to determine assignment of Faculty Members to courses to be taught, laboratories and other facilities and equipment, and offices, subject to conditions set forth in Article XII.

(h) The right to adopt reasonable rules and regulations, including rules and regulations for Faculty Members and rules and regulations related to safety and security matters;

A08

(1) The right to determine the requirements for and to manage and control all District facilities, including cafeterias or food service centers and the bookstore.

Section 2. The exercise of the Rights under this Article are not subject to the grievance procedure of this Agreement.

Section 3. If the District does not exercise any of the rights set forth in Section 1 of this Article, it shall not be precluded from exercising such right at a later time.

ARTICLE V. RIGHTS OF THE FEDERATION.

Section 1. Dues Deduction.

(a) Upon receiving the Faculty Member's voluntary and written authorization for the District to make such deduction, the District shall deduct from the Faculty Member's pay, without charge, the dues of those Faculty who are members of the Federation. Faculty Members may, in writing, revoke such authorization. The District will provide copies of all such requests to the Federation at the time of forwarding deductions each month. Dues deduction or revocation authorizations received by the Office of Human Resources as of the first of any month will be effected on the paycheck for the following month.

(b) The total amount of dues deducted, together with a list of Faculty Members from whose pay the dues were deducted, shall be forwarded by the District to the Federation office on a monthly basis.

(c) If the Federation changes the amount of the monthly dues, the District will implement such change upon written notification by the Federation at least forty-five (45) days prior to any payroll date. The Federation shall certify in such notice to the District that it has notified its members in writing of such change.

(d) The Federation agrees to reimburse the District for any dues withheld and paid to the Federation by mistake. If the District fails to deduct the dues of a Faculty Member who has executed a valid authorization for such deduction, the District will make the correction at the next payroll period if notified by the Federation within ample time to make the correction. No such payroll adjustment shall exceed three (3) months' dues.

Section 2. Meeting Rooms. The Federation shall have the right to use without charge District facilities at reasonable times for the purpose of meetings concerned with its representation rights at the District, provided that such use shall not interfere with, nor interrupt, normal District operations and that arrangement for such use shall be made in accordance with College procedures for assigning meeting rooms. The Federation will reimburse the District for any extra maintenance, technical or custodial services directly attributable to the use of the meeting room.

Section 3. Federation Representatives. Duly authorized representatives of the Federation who are not Faculty Members may transact official Federation business on the District premises so long as the transaction of such business does not interfere with the performance of Faculty Members' duties to the District. The District agrees to make available to the Federation three (3) parking permits for use by duly authorized representatives.

Section 4. Bulletin Boards. The Federation may have the use of one-third (1/3) of the space of the official bulletin board designated at each District facility for posting notices of its activities. The appropriate space as set forth above will be identified as Coast Federation of Employees/ American Federation of Teachers, Local 1911. Any notice posted pursuant to this Section shall be signed and dated by an officer of the Federation.

Section 5. District Mailboxes. The Federation shall have the right to use faculty mailboxes for communication with Faculty Members. Any mail placed in faculty mailboxes by the Federation shall clearly indicate the Federation as the source of the information. The Federation will make every reasonable effort to provide the Vice Chancellor for Human Resources with a copy of any generally distributed Federation communication which is placed in faculty mailboxes.

Section 6. Access. Federation officials, including department representatives, shall have free access to all campuses and all Faculty Members, provided such activity does not interfere with the educational process or the assigned duties of Faculty Members.

Section 7. Copies of this Agreement. The Federation and the District will share equally the cost of reproducing sufficient copies of this Agreement. The District will arrange to have this Agreement reproduced and will provide each bargaining unit employee with one (1) copy of this Agreement and will, additionally, provide each new bargaining unit employee, subsequent to the effective date of this Agreement, one (1) copy of this Agreement.

Section 8. Board Minutes and Agenda. The District will furnish the Federation with copies of the minutes of Board meetings and with copies of the agenda of Board meetings and supporting documents submitted to the Board with such agenda, except for supporting documents of a confidential and/or privileged nature. Copies of the minutes, agenda and suppporting documents, as stated above, shall be available at the District Office at the same time and in the same form as those furnished to the Board of Trustees.

Section 9. Personnel Roster. Upon written request from the President of the Federation, not to exceed two (2) such requests per fiscal year, the District will, within ten (10) working days, provide a listing of the names, home addresses, and work site locations of bargaining unit employees. (Bargaining unit employees whose home college is Coastline Community College will be identified on the list in accordance with the area office to which they are assigned for the greater percentage of their contract.)

Section 10. Policy Manual. The District shall provide the Federation with a copy of the Board Policies and Administrative Procedure and shall supplement with copies of any additions, deletions or amendments as soon after adoption as possible.

Section 11. Documents. Upon written request of the Federation, the District shall provide the Federation with copies of any documents, identified with reasonable specificity, which are a matter of public record provided that these materials are not confidential. The Federation will bear the expense of duplicating any such materials; however, the District will provide a copy of any such document free of charge if an extra copy is available.

Section 12. District Federation Consultations. Upon the request of either party, the District and the Federation agree to meet and consult on the definition of educational objectives and other matters that would facilitate the implementation of this Agreement. Except by mutual agreement, the parties shall be limited to two (2) partipants per meeting.

Section 13. Federation Offices. The Federation shall have secured offices at Orange Coast College and Golden West College, the locations to be mutually agreed upon by the District and Federation. The same furniture provided the faculty offices and telephone service will be provided. The Federation will pay for toll calls made from the office telephones. These offices shall be the sole office space provided to CFE/AFT 191 . The District agrees to make available at Coastline Community College Center, at reasonable times, private office space for the use of the Federation in meeting with members of the bargaining unit.

Section 14. Federation Leaves.

(a) During each school year, the District shall grant, upon written notice from the President of the Federation to the Vice Chancellor for Human Resources, a total of fifteen (15) days of paid leave for Faculty Members, who are Federation officers and/or Federation committee members, for attending Federation conventions, meetings, seminars, etc.

(b) Upon request of the Federation, at least sixty (60) days in advance of any semester, the District shall grant one (1) F.T.E. paid leave to Faculty Member(s) for a one (1) semester or two (2) semester leave for the Faculty Member(s) to pursue Federation business. Such leave may be renewed.

Section 15. Organization Activities. Neither the District nor the Federation shall discriminate in any way against any Faculty Member because of participation or lack of participation in Federation activities, or for filing or processing any grievance, or for failing to file or process any grievance.

ARTICLE V-A. FEDERATION RIGHTS - GOVERNANCE.

Section 1. District and Federation Relations. The District and the Federation encourage and favor periodic meetings between the District and the Federation representatives to discuss mutual problems not concerned with specific grievances but with the overall relationship between the parties to this Agreement. Such meetings shall be arranged at the mutual convenience of the District and Federation representatives concerned.

Section 2. College and Federation Relations. The Federation shall designate a Federation officer as a campus representative and an alternate at each College and notify the College President in writing of such selection and replacement. The representative and the College President, or his/her designee, may meet regularly about matters of mutual concern and shall meet at the request of either party.

Section 3. The Vice Chancellor for Human Resources and the CFE (Faculty Unit) President shall meet on a regular basis no less than once each month, to discuss matters that are subject to collective bargaining and that will further the educational goals of the District.

A1.3

ARTICLE VI. ACADEMIC FREEDOM AND RESPONSIBILITY.

Section 1. Recognizing that free search for truth and the expression of diverse opinions are essential to a democratic society, both the District and the Federation will encourage and protect academic freedom.

Section 2. A Faculty Member shall not be subject to any adverse action affecting the Faculty Member's employment status with the District:

(a) For exercising freedom to examine or endorse unpopular or controversial ideas appropriate to course content, discussions with students, or academic research or publication, nonetheless, the Faculty Member shall attempt to be accurate, objective, and show respect for the opinions of others;

(b) For selection or recommending the selection of instructional materials for courses which may contain unpopular or controversial ideas;

(c) For speaking or writing as a citizen, provided that the Faculty Member recognizes a special obligation as a member of the education profession and indicates that the Faculty Member is not speaking for the College or the District;

(d) For presenting all points of view including library materials of interest, information and enlightenment without regard to the race or nationality or social, political or religious view of the authors;

(e) For expressing in an appropriate forum the Faculty Member's viewpoint on matters of College and District policy.

Section 3. Political activities on campus shall be governed by District policies and procedures which shall be in accordance with the requirements of applicable law.

ARTICLE VII. PERSONNEL FILES.

Section 1. There shall be an official District personnel file for each Faculty Member. The material in the official District personnel file shall be considered and used as the only official personnel record of the District in any proceeding affecting the status of the Faculty Member's employment with the District. The personnel file shall include, but need not be limited to, records of employment with the District and records of professional evaluation. In addition, such records as educational advancement and pertinent work experience as provided by the Faculty Member shall be a part of the official District file.

Section 2. The material in the file shall be made available for the inspection of the Faculty Member to whom the file pertains, except ratings, reports or records which were (i) obtained prior to the employment of the Faculty Member; (ii) prepared by identifiable examination committee members; or (iii) obtained in connection with a promotional evaluation.

Section 3. The personnel file shall be kept in a locked file cabinet in the Office of Human Resources. The file shall be available for inspection by the Faculty Member upon written request. A faculty representative may, with written authorization by the Faculty Member, have access to the respective faculty file. When a Faculty Member's file is opened for any purpose other than routine office work, a file utilization form shall show the name of the person opening the file, the date and the purpose.

Section 4. Any item to be placed in the file shall be clearly identified as to its source or originator and its date of receipt by the District. Anonymous communications shall not be placed in the personnel file nor in any other file maintained in the District.

Section 5. A Faculty Member may forward to the Office of Human Resources materials for inclusion in the file. All reasonable requests for inclusion of pertinent material in the Faculty Member's file shall be accommodated. Materials not filed shall be returned to the Faculty Member.

Section 6. Information of a derogatory nature, except that listed under Section 2 of this Article, will not be filed until the Faculty Member has been provided with a copy of the derogatory information and a notice regarding the Faculty Member's right to respond in writing. The response shall be attached to the derogatory information in the file.

Section 7. The Faculty Member shall have the right to comment in writing on any item in the Faculty Member's personnel file, except those listed under Section 2 of this Article. The written comments shall be attached to the appropriate materials in the Faculty Member's personnel file.

Section 8. The Faculty Member shall have the right to copies of materials within the file except as noted in Section 2 above. The actual cost of such duplication shall be paid by the Faculty Member. In the event of disciplinary action against the Faculty Member, such Faculty Member, upon request, shall be provided at District expense with a copy of any or all material in the file deemed necessary by the Faculty Member, except as noted in Section 2 above.

Section 9.

(a) Derogatory material placed in a Faculty Member's personnel file shall be destroyed upon the request of the Faculty Member when such material is more than three (3) years old.

(b) The three-year period provided in subsection (a) above, will not preclude the Faculty Member and the Vice Chancellor for Human Resources, or designee, from agreeing to remove any material in the personnel file at any time.

Section 10. Student grievance documentation shall not be placed in the concerned Faculty Member's personnel file unless disciplinary action is taken.

ARTICLE VIII. EVALUATION OF FACULTY MEMBERS.

Section 1. Purpose. The purpose of this Article is to improve instruction, counseling and other educational services through the periodic evaluation of Contract and Regular Faculty Members.

Section 2. Evaluation of Contract Faculty Members.

(a) Panel Selection. Each Contract Faculty Member will be evaluated no less than once each semester of the first year of employment. Each Contract Faculty Member will be evaluated at least once during the second year of employment. Evaluation will be by an evaluation panel. The panel will be chaired by the designated Administrator. The panel shall consist of the designated Administrator and one Regular Faculty Member appointed by the designated Administrator and one Regular Faculty Member appointed by the designated Administrator from a list of three (3) candidates submitted by the evaluatee from the evaluatee's instructional service area as delineated in Section 7 of this Article. All panel members will serve for at least one evaluation period.

(b) Student Assessment. Each college will have student assessment as part of the evaluation process for each Contract Faculty Member. The student assessment process will be determined by the appropriate College officials. The Evaluation Procedures Committee will review and recommend modifications, if necessary, in accordance with Section 6 of this Article.

(c) Panel Observation. Each member of the evaluation panel is required to make at least a one hour on-site observation of each Faculty Member during the semester in which the Faculty Member is being evaluated. Panel members will use the evaluation instrument appended as Appendix ___ of this contract.

(d) Evaluation Conference. An evaluation conference including the evaluatee and the three (3) panel members will be scheduled by the panel chairperson.

(e) Evaluation Report.

(1) Following the conference and the review of any additional reports deemed necessary by the panel, an evaluation report, including the complete file of the evaluation, will be submitted to the Chief Instructional Officer, with a copy to the evaluatee. Each member of the panel will recommend continuance of employment, with or without a program of professional improvement, or discontinuance of employment. Each panel member will sign the final report. In response to the report, the evaluatee or any panel member may submit to the Chief Instructional Officer a written, signed statement, which statement(s) will be attached to the report.

(2) The report shall be submitted to the Chief Instructional Officer on the following schedule: (i) November 1 for first-year Contract Faculty; (ii) December 1 for second-year Contract Faculty; and (iii) April 1 for Faculty who are first employed in the spring semester. The Chief Instructional Officer, after reviewing the file, will recommend to the President

continuance of employment, with or without a program of professional improvement, or discontinuance of employment.

(3) If a program of professional improvement is recommended, the Faculty Member's progress shall be reviewed and a new recommendation made on the following schedule: (i) no later than December 15 for a first year Faculty Member; (ii) no later than January 30 for a second-year Faculty Member; and (iii) no later than May 15 for a Faculty Member who is first employed in the spring semester.

Section 3. Evaluation of Regular Faculty Members.

(a) Panel Selection. Every two (2) years each Regular Faculty Member will be evaluated by an evaluation panel of peers. The team will be convened by the designated Administrator. The panel shall consist of one (1) Regular Faculty Member selected by the evaluatee and one (1) Regular Faculty Member appointed by the designated Administrator from a list of five (5) candidates submitted by the evaluatee from the evaluatee's instructional unit, and this person will act as chairperson of the panel. Where there are not sufficient instructional unit members to provide a reasonable choice, Regular Faculty Members from other disciplines may be submitted.

(b) Student Survey. A student survey shall be conducted during the semester of the evaluation. At least two classes will be surveyed. The evaluatee will have the right to designate one of the classes to be surveyed. The survey form appended as Appendix ___ of this contract will be used. Adjustments to the form may be made by representative Faculty Members from a designated discipline working with College administration. The Evaluation Procedures Committee will review the adjusted form upon request. A compilation of the completed survey will be forwarded to the evaluatee. Student surveys will be returned to the evaluatee after compilation.

(c) Team Observation. Each panel member shall make a formal on-site instructional observation visit of the evaluatee between the time the team is impaneled, and the writing of the evaluation report. Panel members will use the evaluation instrument constructed by the Evaluation Procedures Committee, as delineated in Section 6 of this Article.

(d) Evaluation Conference. An evaluation conference including the evaluatee and the two (2) panel members will be scheduled by the panel chairperson.

(e) Evaluation Report. Following the conference, an evaluation report, including the complete file of the evaluation and a recommendation, will be submitted to the Chief Instructional Officer, with a copy to the evaluatee. In response to the evaluation report, the evaluatee may submit to the Chief Instructional Administrator a written, signed statement, which statement will be attached to the report. The report shall be submitted to the Chief Instructional Administrator by December 1 or May 1 of the appropriate semester (i.e. the semester in which the evaluation is conducted) unless the Chief Instructional Administrator and the evaluatee consent to a later time. The report, by unanimous vote, shall recommend to the Chief Instructional Administrator a finding of satisfactory performance or continued evaluation

as provided in subsection (f). If the panel cannot come to an unanimous agreement, the evaluatee will be considered to be in need of continued evaluation.

(f) Continued Evaluation. If a Faculty Member is recommended for continued evaluation, the panel will be retained for this purpose. The panel will work with the Faculty Member for the semester following the one in which the rating was assigned. The panel will assist the evaluatee in improving in areas that led to the finding of continued evaluation. The panel will submit a new evaluation report and recommendation to the Chief Instructional Administrator by the date of the appropriate semester as specified in subsection (e) of this Section. In response to the report, the evaluatee may submit to the Chief Instructional Officer a written, signed statement which will be attached to the report. The Chief Instructional Officer, after reviewing the new evaluation report and recommendation with the panel, will change the rating to satisfactory, or in the event the panel again finds the evaluatee's performance unsatisfactory, an augmented evaluation will be initiated.

(g) Augmented Evaluation. If the Faculty Member is evaluated as requiring augmented evaluation, as provided in subsection (f) of this Section, an Augmented Evaluation Committee will be selected. The panel shall include the Chief Instructional Administrator, who will chair the panel, another administrator selected by the evaluatee from a list of three (3) submitted by the Chief Instructional Administrator. The three (3) Faculty Members shall be appointed by the Chief Instructional Officer from a list of seven (7) Regular Faculty Members (a majority of whom, whenever possible, are from the evaluatee's Instructional Unit) submitted by the evaluatee to the Chief Instructional Officer. The panel may conduct appropriate observations of the evaluatee, hold conferences with the evaluatee, and examine other relevant materials. After reviewing the file, the panel will develop a program of instructional remediation that will lead to a resolution of the problem. The panel will establish reasonable time constraints for the remediation process. The Faculty Member will sign the final plan and indicate in writing acceptance of and/or reservations regarding it.

(h) Augmented Evaluation Report. After the evaluatee has successfully completed the remediation program, the panel will prepare a written report, a copy of which will be provided to the evaluatee, who may file a written, signed statement, which shall become a part of the report. Each panel member will sign the report. The chairperson of the panel shall forward the report with recommendations to the Vice Chancellor for Human Resources who shall change the rating to satisfactory.

Section 4. Reports. Records and reports of the evaluation procedure, excluding student surveys, will be retained in the Faculty Member's personnel file.

Section 5. Evaluation Participation. Any Faculty Member who is undergoing continued augmented evaluation shall not be eligible to serve on any evaluation panel or Augmented Evaluation Committee until the Faculty Member's evaluation is concluded as satisfactory.

Section 6. Evaluation Procedures Committee. An Evaluation Procedures Committee of six (6) persons, three (3) appointed by the District and three (3) appointed by the Federation, will review and adopt an evaluation instrument and a student survey form. The panel will also evaluate the effectiveness of these procedures and make recommendations to the District and the Federation for any change under Section 2(b) of this Article.

Section 7. Instructional Units. For the purpose of this Article, "instructional unit" shall mean an organizational unit of each College for instructional and other educational purposes. The instructional units as of the execution of this Agreement are for (i) Orange Coast, the instructional divisions and the library; for (ii) Golden West, the appropriate discipline groups within the instructional institutes, the counseling divison and the library; and for (iii) Coastline, the College. If any College changes its instructional units, it shall provide the President of the Federation with at least fifteen (15) days' notice of any such intended change.

ARTICLE IX. PROFESSIONAL SECURITY.

Section 1. Regular and Contract Faculty Members.

(a) Any action to dismiss, suspend, or lay off Regular or Contract Faculty Members shall be governed by applicable provisions of the Statutes.

Section 2. Temporary Faculty Members.

(a) Bargaining unit employees who are Temporary Faculty Members will not be dismissed or suspended without just cause.

(b) In the event of a need for reduction in certificated personnel, the District, after giving due consideration in accordance with the Education Code to the retention of Regular and Contract Faculty Members, will make every reasonable effort to retain Faculty Members in the bargaining unit who are not Contract or Regular Faculty Members.

Section 3. Reprimands. No formal written reprimand will be administered by the District to a Faculty Member without good and sufficient reason.

Section 4. Program Review. When any program of any College is placed under review to determine possible curtailment or termination of that program, the District shall notify the Federation. The Federation shall have the right to representation on any committee, task force, or other group which is carrying out a program review for the above purposes.

ARTICLE X. ACADEMIC RELATIONS.

Section 1. College Curriculum Committees.

(a) Each College will establish a Curriculum Committee to study matters concerning the curriculum and to make recommendations to the President, or designee. The committee will review proposals from the various instructional units of the College. Other curriculum issues may be addressed by the Curriculum Committee.

(b) The Faculty Members in each instructional unit will elect a representative from their respective instructional units to serve on the Curriculum Committee. The elected Faculty Members will serve staggered terms of no less than two (2) years to provide continuity to the work of the committee. Provision may be made for the selection and appointment of other appropriate persons to serve on the committee, provided that the majority of voting members of the committee are elected Faculty Members.

(c) The committee will determine its own rules and procedures for performing the tasks outlined in this Section.

Section 2. Textbook Selection. Faculty Members have the responsibility of evaluating textbooks and related materials in any courses they are assigned to teach and to make recommendations to the designated Administrator. Such recommendations shall be made in accordance with College procedures.

Section 3. District Committee on Professional Pursuits.

(a) The District Professional Pursuits Committee shall be comprised of six (6) members, one from each College appointed by the Federation, and one from each College appointed by the District. The members will serve staggered terms of two years. The Federation President, or designee, and the Vice Chancellor for Human Resources, or designee, shall serve as non-voting members. The committee shall elect its own chairperson with the chair rotating between the Federation representative and the District representative on alternate years. The committee shall be initially convened each year by the Vice Chancellor for Human Resources (or designee) and the Federation President (or designee).

(b) The Professional Pursuits Committee shall be responsible for administering criteria (adopted on 3/7/84) for the granting of credit for lower division courses, seminars, workshops; credit to be granted for work experience for the purpose of horizontal salary changes; unit credit for in-service workshops and conferences and any other programs placed under the committee's jurisdiction by the terms of this contract. The Professional Pursuits Committee may make recommendations to the District and the Federation for any changes in published procedures and regulations. Such recommendations shall be made no later than May 1st of any academic year. Any recommended changes which are adopted shall be published and implemented at the beginning of the next academic year.

(c) The committee will serve as an appeal body with the power to recommend to the Vice Chancellor for Human Resources, in the event of a disagreement between a bargaining unit member and the District, with regard to application of the criteria established by this committee. The committee shall determine its own procedures subject to the limitations in this Agreement. It shall publish its procedures and criteria, including filing dates for applications, to all Faculty Members and Administrators.

Section 4. Instructional Unit Assistants.

(a) The District may utilize Faculty Members in positions that provide administrative assistance for an instructional unit. If the District determines to maintain any such positions heretofore in effect, such as assistant division chairpersons, instructional coordinators, and subject matter specialists, or determines to establish positions of this nature during the term of this Agreement, it shall select the Faculty Members to be appointed to any such position. The Faculty Members shall serve at the pleasure of the District for a term no less than one academic year nor more than two years. A Faculty Member may be selected to serve for more than one term.

(b) Acceptance of any such position is voluntary on the part of the Faculty Member.

(c) (1) Each College shall implement an election process among concerned Faculty Members to recommend candidates to the President. The election process shall be supervised by the College Academic Senate and carried out in accordance with established procedures.

(2) Instructional Unit Assistants at each College shall serve terms of equal length.

Section 5. Nondiscrimination.

(a) The District and the Federation agree not to discriminate against any Faculty Member on the basis of age, race, religion, national origin, sex, marital status, handicap, or membership or non-membership in/any faculty organization.

(b) The District and the Federation agree to abide by applicable State and Federal laws, rules, and regulations pertaining to Affirmative Action.

(c) The Federation and the District recognize that avenues outside of this Agreement exist for the legal determination of issues which deal with discrimination. Therefore, the exercise of rights under this Section are subject to the grievance procedure contained in this Agreement only through the completion of Level III.

ARTICLE XI. HOURS OF SERVICE.

Section 1. Standard Work Week and Work Day.

(a) Work Week.

(1) The standard work week shall comprise forty (40) hours of professional activities on and off campus, including, but not limited to, instructional assignments, regular librarian and counselor assignments, preparation for such assignments, evaluation of student performance, participation in student and faculty committee assignments, professional and educational development, curriculum development, maintenance of office hours, participation in consultations with students, and assisting in the conduct of student performances.

(2) The standard work week will be Monday through Friday. If an Instructor is assigned to Saturday classes, such Faculty Member shall not be assigned classes on Mondays unless the Faculty Member consents to the Monday assignment or the Monday assignment is a result of the Faculty Member taking a voluntary overload assignment.

(3) In addition to their regularly scheduled assignments, Faculty Members will post and maintain at least four (4) office hours per week, except Faculty Members whose assignments are, exclusive of overload, twenty-four (24) hours per week. All Faculty Members shall be available to students by appointment and shall so notify students.

(4) Faculty Members teaching sixty-(60) minute nonlecture classes (Section 2(b)) will receive credit for one (1) office hour for each five (5) sixty (60) minute classes taught weekly up to a maximum credit of two (2) hours per week.

(5) Faculty Members who have less than twenty (20) hours per week of required posted office hours and scheduled classes, exclusive of overload, shall serve on at least one (1) College/District committee or student advisory group each semester. Assignments to Federation and/or Senate committees dealing with College/District matters will meet this requirement.

(b) Work Day. The standard work day will be completed within nine (9) hours with no more than a five (5) hour break between scheduled classes in a single day.

(c) The guidelines outlined in Sections 1(a)(3) and 1(b) of this Article may be modified, as appropriate, upon the Faculty Member's request and the designated Administrator's approval. Such modifications may also be made by the designated Administrator, with the approval of the Chief Instructional Officer, if the needs of the instructional program so dictate. If approval is withheld or modifications made, the Faculty Member, upon request, shall be furnished an explanation of the reason(s) for the decision.

Section 2. Class Hour.

(a) The class hour shall be fifty (50) minutes, unless otherwise specified.

(b) The sixty (60) minute hour is applicable to nonlecture instructional activities in specified professional assignments, including, but not limited to, health sciences, cosmetology, audio tutorial and open laboratories.

Section 3. Annual Work Load.

(a) The annual work load for Faculty Members, except as otherwise provided in this Agreement, shall be thirty (30) lecture hour equivalencies. The work load each semester normally will be fifteen (15) lecture hour equivalencies. In the event that scheduling requirements do not permit the achievement of a fifteen (15) lecture hour equivalency load during a single semester, the load may be adjusted through assigned overload as noted in subsection (c) below, or through an annual schedule which will achieve thirty (30) lecture hour equivalencies, or a combination of both of these methods.

(b) Overload compensation will be paid for any assignment in excess of fifteen (15) lecture hour equivalencies, unless the excess is to accommodate a thirty (30) semester hour combination when both semesters are taken into consideration.

(c) The District may assign an overload of up to two (2) lecture hour equivalencies per semester with a maximum of three (3) per academic year in order to attempt to meet the requirements of subsection (a) of this Section. Overload assignments in excess of two (2) lecture hour equivalencies in one semester or three (3) lecture hour equivalencies in an academic year are voluntary.

(d) Overload assignments (District assigned or voluntary) may not exceed six (6) lecture hour equivalencies in any semester unless agreed upon by the Faculty Member and approved by the Chief Instructional Officer.

Section 4. Lecture Hour. A lecture hour is an hour of class time primarily devoted to lecture.

Section 5. Nonlecture Hour. A nonlecture hour is defined in terms of proportional lecture hour. Nonlecture hour assignments are weighted in terms of lecture hour equivalencies as follows: (See Appendix ____ for Side Letter.)

Subject	Lecture Hour Equivalencies (effective spring 1987)
Administration of Justice	.667
Cosmetology, Health Sciences Technologies English 031-038, 10-19, 106, and 900, GWC English laboratory classes at GWC & CCC ESL, GWC & CCC Journalism (GWC) Learning Skills & Instructional Aid Library Speech Tutoring Learning Skills Anthropology Geography Social Sciences, CCC Interpreting Physical Education	.682
Natural Sciences, Mathematics/Science Laboratories, Allied Health Laboratories Special Education (CCC), Special Education (Learning Skills, OCC) Secretarial Science, Home Economics, Business, Floral Design	.750
Fine and Applied Arts and Dance	.833

Section 6. Categorically-Funded Positions. Faculty Members in categorically-funded positions shall be employed in accordance with Education Code Section 87470, except as modified by this Agreement.

(a) Faculty Members initially employed in categorically-funded positions shall be governed by the requirements of Education Code Section 87470 in their employment relations with the District.

(1) Such Faculty Members shall be entitled to the rights and protection guaranteed by the Agreement except as otherwise indicated.

(2) The District will compensate (salary and fringe benefits) such Faculty Members in accordance with the salary schedule and benefit package outlined in this Agreement, unless a different amount of compensation or benefits is agreed to in writing between the Faculty Member and the District. The Federation will be advised of any such Agreement at least one week prior to

such Agreement being acted upon by the Board of Trustees.

(b) Contract and Regular Faculty Members may be assigned to categorically-funded positions provided there is no increase in work load above that which would be assigned to any noncategorically-funded employee performing the same tasks. (Salary and benefits to remain unaffected.)

(c) No Contract or Regular Faculty Member will be transferred or assigned to a categorically-funded program without that Faculty Member's consent if the program in question requires an additional work load which is in excess of that which would normally be expected of a noncategorically-funded employee. (Exception: such a Contract or Regular Faculty Member may be transferred to a position of this nature in order to avoid layoff of that Faculty Member.)

(d) Contract and Regular Faculty Members in layoff status may be recalled to categorically-funded positions on a temporary basis and may be assigned in accordance with the compensation and work load requirements agreed to by the District and the outside agency. Faculty Members in layoff status will have the opportunity of first refusal in such cases.

(e) During the first two (2) years of employment with the District, Faculty Members in categorically-funded positions of a full semester or full year in length shall be evaluated in the same manner as if they were contract employees. Thereafter they will be evaluated as if they were regular employees.

(f) Faculty Members in categorically-funded positions whose first employment with the District is for less than one (1) semester shall, for that period of employment, be evaluated as if they were first-year contract employees if the designated administrator deems evaluation necessary. The evaluation(s) shall be concluded before their contract has elapsed.

Section 7. Clinical Assignments.

(a) Clinical work experience: one (1) lecture hour equivalency for each five (5) students.

(b) Medical facilities supervision shall be loaded as nonlecture hours. Shifts of less than eight (8) hours shall be prorated.

(c) For required orientation at clinical sites, the instructor shall be compensated at contract daily rate or by released time.

Section 8. Large Lecture Classes. At the time Faculty Members are notified of their class schedules and assignments, they will be informed of any maximum size limitations which have been pre-established by the College for any large lecture class to which a Faculty Member is assigned. The reasons for the maximum pre-established number will be provided in writing to the Faculty Member upon request. Faculty Members assigned to Large lecture classes will be credited lecture hour equivalencies based on student enrollment as follows:

(a) 55-119 students = 1.50 times lecture hour equivalents.

(b) 120-239 students = 2.00 times lecture hour equivalents.

(c) 240 students or more = 2.50 times lecture hour equivalents.

(d) The work load shall be subject to the enrollment of a class one day preceding the start of the class. If the active class enrollment (initial enrollment plus adds minus drops) increases to a higher factor on or before the sixth school day or second class meeting of the semester (whichever comes later), the Faculty Member will be credited with that factor. Enrollment will be determined at the end of the school day. In any instance in which the college records office and the Faculty Member disagree as to the level of active enrollment for lecture hour equivalency purposes, the records will be compared including drops and adds officially recorded in the college records office up through the tenth school day of classes to determine the active enrollment as of the sixth school day.

(e) During summer, the work load shall be subject to the enrollment of a class one day preceding the start of the summer session, enrollment of the class at the last day of the first week, or enrollment of the class at the end of the day on which the second class meeting is held (whichever is highest). In any instance in which the college records office and the Faculty Member disagree as to the level of active enrollment for lecture hour equivalency purposes, the records will be compared including drops and adds officially recorded in the college records office up through the fifth school day of classes to determine the active enrollment as of the sixth school day.

Section 9. Other Loading Factors.

(a) Loading for work experience shall be in accordance with the following formula: eight (8) students equal one (1) lecture hour equivalency.

(b) Individualized study shall count as one (1) lecture hour equivalency of an instructor's work load for twenty-four (24) student units, or eight (8) students enrolled in one (1) three-unit course each.

(c) The loading formula for Telecourse Instructors will be as follows: one (1) lecture hour equivalency for each group of up to seventy (70) students. English Composition shall be loaded at one-half this ratio.

(1) Telecourse Instructors, who are assigned as part of their regular teaching load, will administer examinations, present review sessions, prepare prescriptive feedback and complete other duties in lieu of the office hour requirement as spelled out in Section 3 of this Article.

(2) Telecourse Instructors on overload assignment will be paid at the overload rate for each hour of participation in review sessions, the administration of examinations, and any other required duties which cannot be fulfilled during designated carrel hours.

The Federation shall be advised of changes in the telecourse delivery system adopted by the District which result in work load increases. Such increases will be subject to negotiations between the Federation and the District.

Section 10. Counselors and Librarians.

(a) Counseling assignments for full-time counselor shall be thirty (30)

hours per week of counseling services directly with students. Counseling assignments for Faculty Members who are also engaged in instructional activities will be on a proportional basis.

(b) Librarians shall be assigned a weekly work load of thirty-five (35) hours of library services.

(c) The work year for counselors and librarians will be the two-semester academic year, except that any counselor or librarian may agree with the designated Administrator to substitute academic year contract days for other days.

Section 11. Lunch Period. Counselors and librarians shall be scheduled for a one (1) hour lunch period, except that the designated Administrator may reduce the lunch period to a period of no less than thirty (30) minutes' duration for reasonable cause. Health Science Instructors assigned to a clinical facility for five (5) hours or more a day will receive a one-half (1/2) hour paid lunch period.

Section 12. Athletic Coaches.

(a) Faculty Members who are assigned to coach athletic teams will receive ten (10) non-lecture physical education hours of assigned time for the coaching duties. Such assigned time shall include the hours of class credit for the sport.

(b) If a coach, with approval of the designated Administrator, schedules practice sessions (i) prior to the beginning of the fall semester, or (ii) during the spring recess, such coach will be compensated at the per diem rate as set forth in Article XIII, Section 15; however, coaching duties performed on any day of the week during the regular semester and weekend days during the above-stated periods shall not be compensated by any extra compensation.

Section 13. Performance Released Time. A Faculty Member assigned to direct a performing group as a part of one of the following courses will receive the designated percentage of released time during the semester:

(a) Orange Coast College

16-2/3% - College Choir
- College Chorale & Chamber Singers (both)
- Community Orchestra
- Jazz Ensemble
- Master Chorus, Opera Theater, and Opera Orchestra (all 3)
- Reader's Theater
- Symphonic Band
- Theater Rehearsal and Performance

(b) Golden West College

16-2/3% - College Choir
- College Chorale
- Concert Band
- Jazz Ensemble I
- Jazz Ensemble II
- Madrigal Singers
- Mainstage Theater Performance
- Play Box Performance
- Spring Musical - Choreographer
- Spring Musical - Musical Director
- Spring Musical - Theater Director
- Student Dance Concert

(c) Forensic Coaching. The Orange Coast Forensic Team coaching will receive a total of nine (9) lecture hour equivalencies to be apportioned among participating Faculty Members by the designated Administrator.

(d) Dance. The Orange Coast Rehearsal and Performance course will receive a total of 16-2/3% released time to be apportioned among participating Faculty Members by the designated Administrator.

(e) Other Groups. Released time for any other performing group will be negotiated between the District and the Federation.

Section 14. Minimum Class Size.

(a) The District will establish appropriate minimums for class size. Prior to the second meeting of the class, a class which has met may not be cancelled for failure to meet the appropriate minimum class size. The District may lower the minimum class size requirement in special circumstances.

(b) No change in the class size minimums will be made without providing the President of the Federation with at least thirty (30) days' written notice. The District shall consult with the Federation, upon request, respecting any such intended change.

(c) A Faculty Member assigned to large group instruction against the Faculty Member's wishes will, upon request, be given written explanation on why the assignment was made.

Section 15. Team Teaching. When the District requires two (2) or more instructors to be present during the same class hour of instruction, each instructor will receive full credit for each hour, provided that when the class is a large lecture class, as defined in Section 9 of this Article, the total lecture hour equivalencies will be divided equally among the instructors engaged in such team teaching with a minimum of one (1) hour being paid each instructor for each class hour.

Section 16. Instructional Unit Assistants.

(a) Compensation and/or Released Time.

(1) The District may grant up to one-fifth (1/5) released time for those persons designated as Instructional Unit Assistants.

(2) The District may pay Faculty Members for up to six (6) hours per week to perform the duties of an Instructional Unit Assistant. Compensation will be eight hundred and forty dollars ($840.00) per semester hour.

(3) Combinations of (1) and (2) above are permitted.

(4) For every hour of released time or salary credit granted, the Instructional Unit Assistant shall, as a general guideline, be required to do no more than forty-eight (48) hours of work per semester.

(5) In the event of a disagreement between a Faculty Member and the District regarding released time and/or compensation, as outlined in this Article, such disagreement shall be forwarded in writing to the President of the Federation and the Vice Chancellor for Human Resources. The President of the Federation and the Vice Chancellor for Human Resources will attempt to resolve the matter. If unresolved, the Faculty Member may then use the grievance procedure as outlined in this Agreement.

(b) Overload Assignments.

(1) Faculty Members who receive only released time in accordance with Section (a)(1), above, are entitled to work an overload assignment in accordance with this contract.

(2) Faculty Members who, in accordance with Section (a)(2) above, receive compensation for their assignment as Instructional Unit Assistants may work in an overload capacity such that the combination of the Instructional Unit Assistant assignment and overload assignment does not exceed the guidelines outlined in Article XI, Section 3(d) of this Agreement.

(c) In the event of a disagreement between a Faculty Member and the District regarding released time and/or compensation, as outlined in this Article, such disagreement shall be forwarded in writing to the President of the Federation and the Vice Chancellor for Human Resources. The President of the Federation and the Vice Chancellor for Human Resources will attempt to resolve the matter. If unresolved, the Faculty member may then use the grievance procedure as outlined in this Agreement.

ARTICLE XII. WORKING CONDITIONS AND DUTIES.

Section 1. Safety. The District shall make reasonable effort to provide Faculty Members with safe working conditions. Faculty Members are required to observe all safety regulations. Each college shall form a Safety Committee composed of equal number of Administrators appointed by the College President and Faculty Members appointed by the Federation. Such committee shall make recommendations to the College President.

Section 2. Offices. Each Faculty Member will be provided with an office area equipped with a desk and a desk chair. When available from existing District supplies, the District will also provide a guest chair, a file cabinet and shelving. Telephone service will be available in each office room.

Section 3. Access. Each Faculty Member will be provided with keys to the office building, office room and work station to which the Faculty Member is assigned.

Section 4. Protection of Faculty Member at Work.

(a) The District shall provide legal assistance to any Faculty Member who is the victim of an assault while such Faculty Member is acting in the discharge of the Faculty Member's duties.

(b) As permitted by the Education Code, the District shall provide a Faculty Member with a replacement or reimbursement for loss or damage to the Faculty Member's personal property utilized in the instructional program, if such loss or damage occurs in the ordinary course of employment and the Faculty Member was specifically authorized by the designated Administrator to utilize such personal property in the instructional program.

Section 5. Participation of Faculty Members in College Meetings.

Except in the case of an emergency, Faculty Members may be required to attend no more than one (1) collegewide meeting per semester called by the President, or designee, in addition to any meetings called on duty days prior to the first day of instruction in either semester. Faculty Members may also be required to be present at a reasonable number of meetings of their divisions, departments, disciplines, institutes, or other administrative units, when such meetings are called by the appropriate Administrator. Any meetings with required attendance will be called only on regular duty days.

Section 6. District-provided Materials. The District shall provide Faculty Members with uniforms, equipment and protective clothing that are specifically designated by the District as required in order for the Faculty Members to perform their duties.

Section 7. Emergency Medical Treatment. The District shall make provision for emergency medical treatment for Faculty Members on the same basis that services are made available for students.

Section 8. Field Trip Transportation. Faculty Members shall not be required to transport students in their private automobiles, but may do so on a voluntary basis, in accordance with established District procedures and policies. Faculty Members who use their own automobiles for field trips, in accordance with District policies and procedures, will be covered by the District's liability insurance as a secondary coverage. Their private automobile insurance will be the primary coverage.

Section 9. Transportation Reimbursement. If a Faculty Member uses a privately owned vehicle for District authorized business, the District will reimburse the Faculty Member for the use of such vehicle at the District-established mileage rate, which shall not be less than current Board policy of $.22 per mile, plus tolls and necessary parking fees. The District shall provide appropriate procedures and forms for authorization.

Section 10. Travel between Work Locations.

(a) If a Faculty Member is assigned duties as part of the Faculty Member's regular work load at different locations during any work day, and such assignment requires the Faculty Member to use a privately-owned vehicle for transportation between such work locations, the District shall reimburse the Faculty Member for the round-trip mileage thus incurred in driving between the work locations during such work day as provided in Section 9.

(b) If a Faculty Member is assigned duties at an offcampus site, and such assignment requires the Faculty Member to use a privately owned vehicle, the District shall reimburse the Faculty Member for the round trip distance travelled to the off-campus site, in excess of the round trip distance from the Faculty Member's residence to the parking lot nearest the location of the Faculty Member's office. The District does not pay mileage costs from residence to campus. Reimbursement for such mileage will be in accordance with Section 9 of this Article.

Section 11. Graduation Ceremonies. Each year fifty percent (50%) of the Faculty Members of each College, selected on a rotating basis, are required to participate in college graduation ceremonies. In the event that graduation ceremonies conflict with scheduled final examinations in their assigned classes, instructors shall be excused from attendance at such ceremonies.

Section 12. Schedules. The designated Administrator will take into consideration the Faculty Member's preference in making assignments and shall not arbitrarily disregard such preferences. Faculty Members will be provided the opportunity to present their scheduling preferences in writing. The Faculty Member shall be notified of the tentative assignment at least two (2) weeks before the end of the preceding semester (summer session excluded). Changes after this time may be necessary. In the event changes are made, the Faculty Member will be notified of such change as soon as possible.

Section 13. Classroom Management. The District shall not, without reasonable cause, preempt the authority of the Instructor in the classroom.

Section 14. Parking. Each Faculty Member will be provided one (1) staff parking permit in accordance with Board policy adopted on February 20, 1985. Parking privileges will be Districtwide.

ARTICLE XIII. COMPENSATION.

Section 1. Faculty Members shall be compensated on the basis of the Salary Schedule set forth in Appendix A of this Agreement. The salary schedule is based upon compensation for a full academic year on a full work load basis as set forth in Article XI, Hours of Service. A Faculty Member whose assignment is for less than one hundred percent (100%) of a full load, or who serves less than a full year, shall be compensated on a pro rata basis. Faculty Members shall be assigned to scales I, II, III, IV, and V, based upon the requirements herein described.

Scale I

(a) Bachelor's Degree and valid teaching credential, or,

(b) Encumbered "Class A" Vocational Credential, or

(c) Encumbered Standard Designated Subject Area (Vocational) Credential, or

(d) California Community College Partial Fulfillment Credential.

Scale II

(a) Master's Degree and valid teaching credential, or,

(b) Unencumbered "Class A" Vocational Credential, or Unencumbered Standard Designated Subject Area (Vocational) Credential, or

(c) California Community College Credential and meeting California State Plan for Vocational Education, or

(d) Valid credential and completion of 30 semester units after receipt of Bachelor's Degree, or

(e) Completion of 30 semester units after receipt of Encumbered "Class A" Vocational Credential or Encumbered Standard Designated Subject Area (Vocational) Credential, or

(f) Same as (c) and (d) but with a combination of 30 semester academic and work experience units, at least 15 of which must be academic units.

Scale III

(a) 50 semester units subsequent to receipt of the Bachelor's Degree, or the Encumbered "Class A" Vocational Credential, or the Encumbered Standard Designated Subject Area (Vocational) Credential (including receipt of Master's Degree or Unencumbered "Class A" or SDS Credential), or

(b) 20 semester units subsequent to receipt of Master's Degree or Unencumbered "Class A" Vocational Credential, or Unencumbered Standard Designated Subject Area (Vocational) Credential, or California Community College Credential and meeting California State Plan for Vocational Education, or

(c) Same as (a) and (b) but with a work combination of academic and work experience units, at least half of which must be academic units.

Scale IV

(a) 70 semester units subsequent to receipt of the Bachelor's Degree or the Encumbered "Class A" Vocational Credential or the Encumbered Standard Designated Subject Area (Vocational) Credential (including receipt of Master's Degree of Unencumbered "Class A" or SDS Credential), or

(b) 40 semester units subsequent to receipt of Master's Degree or receipt of Unencumbered "Class A" Vocational Credential, or Unencumbered Standard Designated Subject Area (Vocational) Credential, or California Community College Credential and meeting California State Plan for Vocational Education, or

(c) Same as (a) and (b) but with a combination of academic and work experience units, at least half of which must be academic units.

Scale V

(a) 90 semester units subsequent to receipt of the Bachelor's Degree or the Encumbered Standard Designated Subject Area (Vocational) Credential (including receipt of Master's Degree or Unencumbered "Class A" or SDS Credential), or

(b) 60 semester units subsequent to receipt of one of the following: (i) Master's Degree or Unencumbered "Class A" Vocational Credential; (ii) Unencumbered Standard Designated Subject Area (Vocational) Credential; (iii) Bachelor's Degree* and the California Community College Credential and meeting the California State Plan for Vocational Education, or

(c) Same as (a) and (b) but with a combination of academic and work experience units, at least half of which must be academic units.

All units for horizontal movement on the schedule must be upper division or graduate level, unless specifically authorized in advance.

Members of the faculty employed to teach in an occupational subject field must obtain and maintain the teaching qualifications in compliance with provisions of the California State Plan for Vocational Education.

Section 2. Professional Improvement and Work Experience Credits.

(a) A Faculty Member desiring to receive salary advancement credit for a program of professional improvement may submit a proposal to the appropriate college body in accordance with the guidelines established by the District Professional Pursuits Committee. The proposal must be submitted and approved prior to pursuing the program, except in exceptional circumstances (see guidelines in Appendix). The appropriate college body will review the proposal, and if it approves the program, in accordance with the criteria

*Faculty Members who were employees of the District in 1971-72 may be placed on scale V without the Bachelor's degree.

established by the District Professional Pursuits Committee, will forward its recommendation to the President, or designee, for final approval.

(b) On completing the program, the Faculty Member shall submit evidence of credits earned or experience completed to the appropriate college body for its certification of successful completion of the program. Such evidence will be forwarded to the President, or designee, for final certification and forwarding to the Vice Chancellor for Human Resources for implementation.

(c) Programs of professional improvement for salary advancement credit will be limited to the following types of activities:

1. Work experience
2. Independent Study
3. Workshops, seminars and conferences
4. Lower division course work
5. Job shadowing
6. Job exchange
7. New assignment
8. Publications
9. Production of educational materials
10. Professional organizational activities: responsibilities of a substantial nature for a professional organization, directly related to the discipline of the Faculty Member, the profession of education or the institutional needs of the college and the District.

Section 3. Compensation other than Salary Advancement Credit for Professional Improvement.

(a) A Faculty Member who is on the last regular step of any column, or on any longevity step of column IV, or on any step of column V, of the Salary Schedule, and who desires to pursue a program of professional improvement may be compensated by released time or overload pay. The Faculty Member must submit the proposal to the appropriate college body prior to pursuing the proposed program. The appropriate college body will review the proposal, and if it approves the program, in accordance with the criteria established by the District Professional Pursuits Committee, will forward its recommendation for approval and the type and amount of compensation to the President, or designee, for final approval.

(b) Fifty-four clock hours of work are required for one semester unit of released time or overload credit. One (1) semester unit is defined as three (3) lecture-hour-equivalent released or three (3) hours of overload pay per semester.

(c) The same process of certification of completion will be required of the Faculty Member as stipulated in Section 2(b) of this Article.

(d) Funding under this Section will be $12,000.00 per academic year to be distributed proportionately among the colleges based on the F.T.E. of eligible Faculty Members covered by this Agreement. Each College will be guaranteed at least $1,000.

Section 4. Course Credit for Work at Accredited Institutions. Graduate or upper division course work in a regularly accredited college or university is acceptable at face value and, therefore, is not subject to review.

Section 5. Credit for Seminars/Workshops, etc. Other work in special seminars, workshops, special study groups, etc., pursued under the auspices of recognized professional organizations or agencies, such as foundations or research organizations, may qualify if sufficient value can be substantiated on application and review. In order to be considered, such work must meet the criteria established by the District Professional Pursuits Committee.

Section 6. Horizontal Salary Adjustments.

(a) Faculty Members shall be assigned to a scale when transcripts have been examined and approved by the District. Only one horizontal salary change may be achieved per year, and the Faculty Member requesting a change must submit all relevant degrees and transcripts no later than September 15 of the academic year of the horizontal salary change. Compensation shall be effective as of the beginning of the academic year of the academic year upon notification by the requesting Faculty Member. If transcripts or lack of degrees indicate that the requesting Faculty Member has failed to achieve the units or degrees, no salary adjustment shall be made.

(b) All horizontal salary adjustments shall be approved by the Vice Chancellor for Human Resources, or designee. Horizontal salary credit for course work will be accepted only from accredited institutions or as otherwise provided in this Article. Failure to submit transcripts and/or other needed documentation on or before September 15 of a given year may preclude any salary adjustment until the next school year.

Section 7. Step Placement. The District shall place a newly employed Faculty Member at the appropriate step as determined by the District on the appropriate scale of the Salary Schedule (Appendix A of this Agreement). The Faculty Member shall be granted, in each subsequent academic year, one (1) increment step upon completion of at least seventy-five percent (75%) of the number of days of required service, until a maximum step allowed has been reached.

Section 8. Longevity Increments. A Faculty Member who has reached the maximum step on Scale IV or V of the Salary Schedule (Appendix of this Agreement), will advance to the first longevity increment step after having completed two (2) academic years at the maximum established. The Faculty Member will move to the next longevity increment step after having completed two (2) additional years following the granting of the first longevity increment step. Any following longevity increment steps will be granted after the Faculty Member has served three (3) additional academic years at each step.

Section 9. Salary Placement. Salary placement is determined by the office of the Vice Chancellor for Human Resources. Should an error be made in placement, such error shall be brought to the attention of the Vice Chancellor for Human Resources by the Faculty Member, in writing, within twelve (12) months from the date of the original incorrect payment. Failure to

bring such an error to the attention of the Vice Chancellor for Human Resources waives all District liability for salary correction(s).

Section 10. Twelve-Month Contracts. Faculty Members whose individual contracts provide for twelve (12) month employment will receive additional compensation of 3/20th of the Faculty Member's annual salary. Faculty Members whose individual contracts provide for more than two (2) semesters but less than twelve (12) months of service will have their compensation prorated accordingly. Duty days for Faculty Members on more than two (2) semester contracts will be in accordance with the Board-adopted calendar for such assignments. Faculty Members whose contracts exceed two (2) semesters will receive holidays provided by the Board-adopted calendar and will receive prorated vacation as provided in this Agreement.

Section 11. Summer Session Assignments.

(a) Summer Session. Instructors assigned to teach in the summer session will be compensated at the rate of 1/1000th of the Faculty Member's annual salary as set forth in the Salary Schedule of the previous academic year.

Section 12. Overload Pay.

(a) Faculty Members will be compensated for each hour of instruction at the rate of 1/1000th of the Faculty Member's annual salary as set forth on the Salary Schedule with the maximum rate at step 4, scale IV.

(b) Maximum rate at step 4, scale IV, will be rounded up to nearest dollar.

(c) Instructors assigned to teach individualized study on an overload basis shall be compensated at the rate of 1/2000th of step 4 of scale IV, in the Salary Schedule (Appendix of the Agreement) per student (semester) unit (one (1) student enrolled in one (1) unit work study class) based on the enrollment of the fourth week, and an additional 1/2000th per semester unit based on the tenth week enrollment. Instructors may not exceed a maximum of twenty-four (24) students per semester or seventy-two (72) student units per semester.

(d) Extra service non-instructional special assignments shall be paid at the per diem rate (see Section 15) of this Article). Assignments of less than eight (8) hours will be prorated.

Section 13. Substitute Pay.

(a) Substitute assignments will be compensated at the overload pay rate as set forth in this Agreement.

(b) Faculty Members may agree to substitute for each other such that there would be no cost to the District. The designated Administrator must approve such arrangements in advance.

Section 14. Payroll Deduction. Upon written authorization from the Faculty Member, the District shall deduct from the salary of such Faculty

Member and make the appropriate remittance for annuities, credit union deposits, insurance, savings bonds, charitable donations or any other plans or programs for which deductions were authorized, as of the effective date of this Agreement or which the Board may approve in the future.

Section 15. Per Diem Pay. Faculty Members not covered by Sections 10, 11, 12, 13, 17, and 20 of this Article, who are assigned to duties on any day other than the Faculty Members' contracted days, as pbovided in Article XI, Section 1, will be compensated at the rate of 1/200th of step 4 of scale IV, in the Salary Schedule for each full day's eight (8) hour assignment. Assignment for less than eight (8) hours will be prorated, but no assignment will be less than four (4) hours.

Section 16. Contract Daily Rate. The contract daily rate is determined by dividing the Faculty Member's annual salary by the number of duty days established for the year.

Section 17. Counselors' and Librarians' Extra Service Pay. A counselor or librarian assigned to perform counselor or librarian duties, on any day in addition to the Faculty Member's contract days of service, as provided in Article XI, Section 1, will be compensated at the contract daily rate. Assignments of fewer hours per day than specified in Article XI, Section 11, will be appropriately prorated. Assignments requiring less than three (3) hours for counselors and less than three and one-half (3-12) hours for librarians, under this Section, will be compensated as though three (3) hours had been worked for counselors and three and one-half (3-1/2) hours had been worked for librarians.

Section 18. Field Trips. A Faculty Member who conducts an authorized field trip on any day other than a regular duty day shall be paid the per diem rate, as provided in Section 15 of this Article, for each non-duty day during the trip. Intercollegiate athletic events, forensic matches, and appearances by performing groups, etc., are not considered to be field trips.

Section 19. Field Study. A Faculty Member who conducts an authorized field study on an overload basis shall be compensated for service rendered in accordance with the following:

(a) For a day of travel with no instruction, the Faculty Member shall be compensated at the per diem daily rate (Section 15 of this Article).

(b) For a day in which instruction is provided, the Faculty Member shall be compensated at 1/1000th for each instructional hour up to the per diem daily rate.

(c) In no case shall a Faculty Member in travel status be paid less than the per diem daily rate for each day.

(d) Assignments of pre- and post-trip instruction shall be paid at the overload rate.

Section 20. Faculty Member Extra Service Pay. With the exception of summer session, a Faculty Member assigned to perform in an instructional role on any day, in addition to the contract days of service, shall be paid 1/1000th of the Faculty Member's annual salary for each hour of such service, not to exceed the contract daily rate on any day of service.

Section 21. Cooperative Work Experience. A Faculty Member teaching cooperative work experience on an overload basis will be paid in accordance with Section 12 of this Article, based on eight (8) students equalling one (1) lecture hour equivalency.

Section 22. Salary Schedule.

(a) 1986-87. The Salary Schedule in effect during the 1985-86 school year will remain in effect for the 1986-87 school year.

ARTICLE XIV. PAID LEAVES.

Section 1. Types of Leaves. The District shall grant paid leaves of absence to Faculty Members for the following purposes, subject to the conditions set forth in this Article:

(a) Bereavement

(b) Sickness

(c) Industrial Accident or Illness

(d) Quarantine

(e) Jury Duty

(f) Personal Necessity (charged against Sick Leave)

(g) Maternity (charged against Sick Leave)

(h) Exchange of Faculty Members

(i) Military Leave

Section 2. General Conditions.

(a) A Faculty Member shall make written application for paid leave, as soon as possible, in accordance with procedure. If paid leave is denied, the Faculty Member will be provided with a statement, in writing, giving the reason for such denial.

(b) The District may require a Faculty Member to submit evidence to substantiate the Faculty Member's application for leave, except in the case of Section 8(b)(6) as provided in this Article. Such evidence may include, but not be limited to, a statement by a physician or a practitioner of a recognized church or denomination, a copy of subpoena directed to a Faculty Member, or a notice of jury service.

(c) A paid leave of absence shall mean salary continuance at the Faculty Member's contract daily rate during the absence with full credit for all District benefits to which the Faculty Member is entitled.

(d) A Faculty Member who fails to return to duty upon completion of a paid leave of absence may be subject to disciplinary action, up to and including dismissal, unless such Faculty Member was unable, due to causes beyond the Faculty Member's control, to return to duty, in which event the Faculty Member must report the circumstances as soon as the Faculty Member is able to do so.

(e) A Faculty Member shall be entitled to return to the same College to an assignment as near as possible to the assignment the Faculty Member held prior to the commencement of the leave, unless Article XXIII, Section 3, shall have been implemented.

(f) A Faculty Member shall suffer no loss of seniority while on paid leave.

Section 3. Bereavement.

(a) A Faculty Member may be absent from duty without loss of pay not to exceed three (3) duty days, to attend funeral or memorial services or to attend to the affairs of the decadent as a result of the death of a member of the Faculty Member's immediate family. If out-of-state travel is required, the leave may be extended to five (5) duty days.

(b) If an additional period of absence from duty is required for this purpose, a Faculty Member may be granted additional bereavement leave, which additional leave shall be charged as personal necessity leave, to the extent such leave is available to the Faculty Member as provided in Section 8 of this Article.

(c) Members of the "immediate family" shall mean child, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandchild of the employee or employee's spouse, the spouse, son-in-law, daughter-in-law of the employee, or any person living in the immediate household of the employee. Persons other than relatives as noted herein who may have been reared by or with the employee will be considered as relatives for bereavement purposes. Under special circumstances, persons other than those noted in this Section may be considered as "immediate family." Faculty will be granted bereavement leave for these other persons on approval of the appropriate college administrator.

Section 4. Illness.

(a) Faculty Members will accrue one (1) day of sick leave for each month, or major portion thereof, of paid service. Sick leave will be credited to the sick leave account of each Faculty Member at the beginning of the Faculty Member's employment each fiscal year. Faculty Members on less than full-time duty will be awarded proportionate sick leave allowances.

(b) No Faculty Member shall be entitled to sick leave for any day that the Faculty Member is not required to render service to the District.

(c) A Faculty Member is eligible for sick leave during the Faculty Member's summer session assignment if the assignment were offered and accepted by the Faculty Member prior to the beginning of the illness.

(d) If such Faculty Member does not utilize the full amount of sick leave provided by subsection (a) of this Section during any year, the amount not taken shall be accumulated from year to year. The accumulated sick leave may be used in subsequent years after full utilization of the current year's allowance.

(e) A Faculty Member absent from assignment because of illness/accident for a period which exceeds the period of the Faculty Member's accumulated sick leave shall be continued in paid status at one-half (1/2) of the full-time rate, provided that the total period of absence for the Faculty Member in any fiscal year in a paid status (whether full pay or one-half pay) shall

not exceed one hundred ten (110) days, unless the Faculty Member has accumulated more than one hundred ten (110) days of sick leave.

(f) Accumulated sick leave will be transferred if the Faculty Member terminates from the District and is employed by another California school district or other educational agency as provided in the California Education Code Sections 87782, 87783, and 87785.

(g) Accumulated sick leave earned by a newly hired Faculty Member in other school districts will be transferred to this District and credited to the Faculty Member in accordance with the requirements and the procedures of the California Education Code Sections 87782, 87783, and 87785.

(h) Faculty Members assigned to summer session shall accrue sick leave on a pro rata basis.

(i) Should a Faculty Member become ill while on approved paid vacation, such illness with appropriate verification, if requested, may be charged to accumulated sick leave. To the extent sick leave is available, it may be used to restore vacation days already used.

(j) The District shall provide a written statement of the Faculty Member's accrued sick leave upon request by that Faculty Member.

Section 5. Industrial Accident or Illness.

(a) A Faculty Member, or other knowledgeable person, shall notify an Administrator of any accident or illness of the Faculty Member arising out of employment with the District as soon as possible, but normally within twenty-four (24) hours of onset.

(b) A Faculty Member who becomes disabled as the result of such accident or illness shall be granted an industrial accident/illness leave without loss of pay during the period the Faculty Member is unable to render service to the District. Leave for each disability shall be limited to a period of sixty (60) duty days. In the event any one such accident or illness overlaps into the next fiscal year, the Faculty Member shall be limited in the subsequent year only to the amount of unused days from the prior year.

(c) A Faculty Member on industrial accident/illness leave shall be paid full salary. Faculty Members who receive temporary disability compensation shall provide the District with proof of receipt of such compensation. The District will withhold from a subsequent warrant(s) (of the Faculty Member) an amount which equals that which the Faculty Member received from Workers' Compensation.

(d) The number of days of industrial accident/illness leave to which the Faculty Member is entitled as provided in subsection (b) of this Section shall be reduced by one (1) day for each day of absence, regardless of a temporary disability award under Workers' Compensation.

(e) A Faculty Member receiving benefits under this Section shall remain within the State of California, unless the District approves otherwise.

(f) Upon exhausting benefits provided under this Section, a Faculty Member who continues to be disabled shall be entitled to any earned paid sickness leave available to the Faculty Member under the provisions of Section 4 of this Article, provided that illness benefits paid shall not, when combined with any temporary disability award under Workers' Compensation, exceed one hundred percent (100%) of the Faculty Member's salary continuance.

(g) The amount of used sick leave charged to the absence of the Faculty Member who is receiving a temporary disability award shall be in exact proportion to the amount of salary paid by the District to the Faculty Member.

Section 6. Quarantine. A Faculty Member shall receive a paid leave of absence during the period of the Faculty Member's quarantine by a duly constituted governmental authority.

Section 7. Jury Duty.

(a) The District agrees to grant to a Faculty Member regularly called for jury duty, in the manner provided by law, leave of absence without loss of pay for the time the Faculty Member is required to perform jury duty. The District may require verification of jury duty time served.

(b) A Faculty Member called for jury duty must notify the District of the service date(s) upon receiving said notice from officers of the court.

(c) The District shall grant full compensation. Fees received by the Faculty Member, excluding travel and subsistence expenses, shall be remitted to the District.

Section 8. Personal Necessity.

(a) A Faculty Member may be absent from duty without loss of pay for duty days not to exceed six (6) days during any year and have the absence charged to the sick leave account.

(b) For the purpose of qualifying for paid personal necessity leave, there shall be a compelling reason requiring the Faculty Member's absence from duty, which cannot be attended to outside of the Faculty Member's duty hours, and which shall be limited to one of the following reasons:

(1) The death of a member of the Faculty Member's immediate family (as defined in Section 3(c) of this Article), when the number of days of the required absence exceeds the limit provided in Section 3 of this Article.

(2) An accident or emergency illness involving the Faculty Member's person, property, or the person or property of a Faculty member's immediate family (as defined in Section 3(c) of this Article).

(3) The required appearance of the Faculty Member brought about as a result of a legal notice to appear as a witness before a governmental or judicial agency or court of law or appearance as a litigant in a legal action. If a witness fee is payable, such fee shall be demanded and collected by the

Faculty Member and remitted to the District up to the Faculty Member's prorated pay for such absence.

(4) An imminent danger as a result of flooding or fire or similar natural catrastrophe to the personal residence of a Faculty Member.

(5) Paternity leave.

(6) Personal reasons, not to exceed three (3) days.

(7) Necessary business leave where such business can only be conducted on a duty day, not to exceed three (3) days per year.

Section 9. Maternity. Maternity shall be treated as any other illness or disability. A Faculty Member shall be entitled to utilize accrued sick leave during the period pregnancy and childbirth as needed, consistent with District procedures for sick leave application. A medical release may be required prior to the Faculty Member's return to work.

Section 10. Exchange of Faculty Members. A regular Faculty Member may make a written application to the President to participate in a qualified exchange program, as defined in Section 87422 of the Education Code of the State of California. The application shall set forth the advantages to be accrued to the District and to the Faculty Member by participation in such an exchange program. If the request for an exchange is not granted, the President, or designee, will within one week inform the Faculty Member in writing of the reasons for the denial. If granted by the District, the leave will be dependent upon the execution of an agreement between the District and the exchange institution which will be in compliance with the requirements of Section 87422, 87423, and 87424 of the Education Code of the State of California concerning such leaves. The leave may not exceed one year, except that by mutual consent of the Faculty Member and the District the leave may be extended to a total of two (2) years. The Faculty Member shall provide the District with two (2) full years of service after returning from such a leave before the Faculty Member is eligible for another such leave. Each year's service during such exchange shall be counted as a year of service for the purpose of earning annual salary increments.

Section 11. Military Leave. A Faculty Member will be granted military leave in accordance with applicable State laws.

ARTICLE XV. VACATIONS.

Section 1. Eligibility. Faculty Members on a two-(2) semester or ten-(10) month assignment are not eligible for vacation accrual. Faculty Members whose assignments exceed ten (10) months are eligible for vacations as provided in this Article.

Section 2. Accrual. Faculty Members whose assignments exceed ten (10) months shall be entitled to vacation accrual at the rate of 1.66 days for each month of service. Vacation will be accrued on a monthly basis with full credit for each calendar month of service in which the Faculty Member is in paid status for a minimum of one-half (1/2) of the working days in such calendar month.

Section 3. Accumulation. Faculty Members on assignments which exceed ten (10) months may not accumulate more than half of the total vacation days for which they are eligible in one year to be carried forward in the following fiscal year. If a Faculty Member was prevented from taking vacation for the convenience of the District, the excess days will be paid in a lump sum on the first warrant in the new fiscal year, or excess days may be carried forward for use during the next academic year, at the discretion of the Faculty Member.

Section 4. Scheduling. Faculty Members shall submit the requests in writing for vacation time, as far in advance as feasible, to their designated Administrator, who will honor such requests consistent with the needs of the District. The District may require such Faculty Members to schedule vacation time, not to exceed five (5) days, during the winter recess. "One-block" period requests will be given special consideration for vacation periods at other times of the year. If a requested vacation time is denied, such denial will be in writing setting forth the reason for denial.

ARTICLE XVI. SABBATICAL LEAVES.

Section 1. Purpose. Faculty Members will be encouraged to pursue professional growth leading to the development of increased competence and the improvement of instruction and/or redirection in their teaching discipline. The District's sabbatical leave program is designed to assist in this pursuit.

Section 2. Eligibility and Procedures.

(a) A Regular Faculty Member is eligible to apply for a sabbatical leave to take effect upon completion of no less than six (6) consecutive years of service with the District as provided in the Education Code Section 87766. The Faculty Member granted a sabbatical leave will again be eligible to apply for a sabbatical leave to take effect upon completion of no less than six (6) consecutive years of service following completion of the Faculty Member's prior sabbatical leave.

(b) Sabbatical leaves shall be granted in accordance with the procedures as shown in Appendix ___.

Section 3. Funding. The District agrees to budget the sum of $100,000.00, to be used for sabbatical leaves for the 1987-88 academic year. The $100,000.00 will be distributed proportionately among the Colleges based on the F.T.E. of Faculty Members covered by this Agreement. Each College will be guaranteed at least one sabbatical leave paid by these funds. The $100,000.00 will be used to augment any salary dollars which can be saved through self-funding.

Section 4. Length of Leave. A sabbatical leave may be granted for (i) one semester only; (ii) two consecutive semesters; or (iii) two separate semesters to be commenced and completed within a three-year period. The service intervening between the two portions of leave taken shall be counted as service toward later sabbatical leave eligibility and shall begin with the beginning of the semester only.

Section 5. Compensation.

(a) A Faculty Member granted a sabbatical leave for an academic year shall receive fifty percent (50%) of the Faculty Member's salary for that year. A Faculty Member awarded a sabbatical leave for one semester shall receive full salary for that semester. The District shall continue to provide insurance benefits during the period of the sabbatical leave. Time on sabbatical leave shall be treated as working time for salary step placement and retirement contributions shall be continued as provided by law.

(b) Compensation for the sabbatical leave shall be paid upon return of the Faculty Member (in accordance with Education Code provisions) unless the Faculty Member furnishes a suitable bond indemnifying the District against loss in the event the Faculty Member fails to render the agreed upon period of service to the District following return from the leave.

Section 6. Accident or Illness. Interruption of the sabbatical leave because of serious accident or illness will not be considered failure to

fulfill the conditions under which the leave is granted. In the event of serious accident or illness, the Faculty Member will continue to receive compensation as provided in Article XIV.

Section 7. Selection Procedures.

(a) Eligible Faculty Members who desire a sabbatical leave must submit their applications to the designated sabbatical leave committee of their respective Colleges. Such sabbatical leave committees shall operate under the rules and procedures as shown in Appendix ____. All applications shall be reviewed on the basis of purpose as set out in Section 1.

(b) The College Sabbatical Leave Committee shall forward to the President a list containing the names of those Faculty Members whose sabbatical leave applications have been reviewed and approved for recommendation.

(c) The President, or designee, shall review the recommendations of the College Sabbatical Leave Committee. In the event of a disagreement, the President, or designee, will confer with the chairperson of the College Sabbatical Leave Committee before making a final decision.

(d) The College President will forward to the Vice Chancellor for Human Resources the names of all those persons to be recommended to the Board. The President, or designee, will have carefully evaluated the costs involved and will recommend the largest possible number of faculty within the dollar limitation, as indicated by the proportional share of the sabbatical leave monies to be received by the College.

(e) The Vice Chancellor for Human Resources, or designee, will make final recommendations to the Board in ample time for the Board to consider the recommendations in the month of February for sabbaticals in the following academic year.

(f) Appeals and/or Amendments

(1) A District Sabbatical Leave Procedures Committee shall be constituted of three (3) Regular Faculty Members (one from each College) representing the Federation and one (1) representative from management at each College. None of these members shall serve concurrently on the College Sabbatical Leave Committee and on the District Sabbatical Leave Procedures Committee. The President of the Federation, or designee, and the designated District Administrator shall serve as co-chairpersons with no voting rights. The committee shall serve as an appeal body within the procedures (Appendix ___) governing the distribution of information to the faculty, the determination of filing dates, the content and form of the applications, the College appeals procedure, the development of criteria for establishing that the sabbatical applications meet the purpose of Section 1, and the criteria for ranking said sabbaticals, if ranking is necessary.

(2) Amendments to procedures may be proposed by any two (2) College Sabbatical Leave Committees, the Federation, or the District. The Sabbatical Leave Procedures Committee shall review such proposals and forward its recommendations or changes to the District and the Federation.

Amendments shall be subject to negotiations between the Federation and the District. Such recommendations shall be made no later than May 1st of any academic year. Any recommended changes which are adopted by the District and the Federation shall be published and implemented at the beginning of the next academic year.

Section 8. Subsequent Service. A Faculty Member, as a condition of being granted a sabbatical leave, shall agree in writing to render a portion of service equal to twice the period of the leave; this service to be served continuously and immediately upon completion of the sabbatical leave. If the sabbatical leave is a split sabbatical, the Faculty Member will be required to render service to the District each semester between the end of the first portion of the sabbatical leave and the beginning of the second portion.

Section 9. Reports. After conclusion of the Faculty Member°s sabbatical leave, the Faculty Member shall submit a written report to the President of the College for submission to the chancellor and the Board.

ARTICLE XVII. UNPAID LEAVES.

Section 1. Types of Leaves. The District shall grant unpaid leaves of absence to Faculty Members for (i) extended disability; (ii) maternity; (iii) military service; and (iv) public service, subject to the conditions set forth in this Article. The District may grant unpaid leaves of absence to Faculty Members for other good and sufficient reasons, such as, but not limited to: (i) professional research, study or travel; (ii) service to education; (iii) long-term personal necessity; and (iv) family illness, subject to the conditions set forth in this Article.

Section 2. General Conditions.

(a) A Faculty Member shall make written application for such leave to the designated Administrator as far in advance as possible. Such request shall be in accordance with District procedures. The application for leave shall state the category requested, the reason or reasons necessitating the Faculty Member's absence, and the requested duration of the absence. If the leave is granted, the Faculty Member shall be notified in a timely manner. If denied, the Faculty Member shall be provided, in a timely manner, with a written statement giving the reason(s) for such denial.

(b) The District may require a Faculty Member to submit evidence to justify the Faculty Member's request for leave.

(c) Unpaid leaves for professional research, study or travel, service to education and Federation business are available only to Faculty Members who have been continuously employed for a period of at least five (5) consecutive semesters. All Faculty Members are entitled to extended disability leave, military leave and public service leave, and the District may grant any other leaves to any Faculty Members.

(d) Unless otherwise provided in this Article, a Faculty Member on an unpaid leave of absence shall be entitled to:

(1) Return to the same College to an assignment as near as possible to the assignment the Faculty Member held prior to the commencement of the leave, unless Article XXII, Section 3, shall have been implemented.

(2) Receive credit for annual salary increment during the Faculty Member's leave; provided that no more than one (1) such annual salary increment shall be made in the event the leave granted exceeds one (1) year.

(3) Suffer no loss of seniority while on leave.

(4) Continue the insurance benefit program continued at District's expense for one year as though they were in active status, so long as they do not accept employment with another employer who provides such benefits. A Faculty Member on an unpaid leave extending beyond one year shall have the paid insurance benefit program terminated at the beginning of the month following the end of the first academic year of leave. The Faculty Member may continue in insurance benefit coverage for the remaining duration of the leave by paying the full premium per District procedure. Termination of

employment for any reason shall terminate insurance benefits on the last day of employment with the District.

(e) A Faculty Member who fails to return to duty upon completion of the unpaid leave of absence may be subject to disciplinary action, up to and including dismissal, unless such Faculty Member was unable, due to causes beyond the Faculty Member's control, to return to duty, in which event the Faculty Member must report the circumstances as soon as the Faculty Member is able to do so.

Section 3. Extended Disability.

(a) If a Contract or Regular Faculty Member suffers an extended disability and is thereby unable to perform the required duties as a Faculty Member, the Faculty Member shall, upon exhaustion of paid sick leave as provided in Article XIV, Section 4, be granted an unpaid extended disability leave.

(b) The Faculty Member's request for such unpaid leave shall be accompanied by a physician's statement as to the necessity of such leave and the estimated duration of the disability. The District may at its expense require that the Faculty Member be examined by a physician selected by the District. In the event of a conflict in the findings of the two physicians, a third physician, mutually acceptable to the Faculty Member's physician and the District's physician, shall be chosen and an opinion solicited. The cost of such examination by a third physician shall be paid by the District. If the Faculty Member chooses not to have a physician, but chooses, because of the Faculty Member's religious affiliation, to have such statement furnished by a recognized practitioner of a well-recognized church or denomination, the Faculty Member may still be required to submit to an examination by a District-designated physician and the provision for a mutually acceptable third physician shall not apply.

(c) The period of such leave shall be determined by the medical condition of the Faculty Member. Any such extended disability leave shall not not exceed a period of twelve (12) calendar months provided that any such leave for a Contract Faculty Member shall not exceed the end of the semester in which the disability occurs. The District may grant an extension(s) of such extended disability leave which may extend beyond the period herein specified. Any extension is subject to the requirements of subsection (b) of this Section.

(d) The District shall pay the premium costs of insurance benefits for a Faculty Member who is granted an extended disability leave under this Section.

Section 4. Maternity.

(a) Upon written request, accompanied by verification from a licensed California physician, or an official military physician, maternity leave of absence without pay will be granted a Faculty Member because of pregnancy.

Each Faculty Member returning from maternity leave will be required to submit a statement from a licensed California physician, or official military physician, attesting to the Faculty Member's fitness to return to duty.

(b) A leave of absence may be granted to a Faculty Member who is the parent of a newly adopted child. Any time beyond a four-month period will require documentation or may be requested by the District for the extended period.

Section 5. Professional Research, Study and/or Travel. The District may grant Faculty Members unpaid leaves of absence for professional research, study, and/or travel. Such leave shall be approved in one (1) semester/six (6) calendar month periods. The District may grant an extension of such leave for one additional year.

Section 6. Service in Education. The District may grant a Faculty Member an unpaid leave of absence to work for an educational organization at the local, State or national level provided such employment is deemed beneficial to the Faculty Member and the District. Such leave may be approved for one (1) semester and shall not exceed one (1) academic/fiscal year as the case may be. The District may grant an extension of such a leave up to one (1) additional year.

Section 7. Long-Term Personal Necessity.

(a) A Faculty Member may be granted a leave of absence without pay for compelling personal reasons for a specified period of time. Faculty Members Faculty Members may be granted long-term personal necessity leaves for reasons such as recuperation, readjustment, child rearing, and career redirection.

(b) Such leaves may be granted for a specified period, not to exceed one (1) year. The District may extend such leave for an additional year.

Section 8. Family Illness. Faculty Members may be granted up to one (1) year's leave for care of a seriously ill member of the Faculty Member's immediate family. The District may grant such a leave for an additional year. The granting of such a leave, or the extension of same, will be considered only upon written verification of need by the attending physician.

Section 9. Military Service. A Faculty Member shall be granted military leave in accordance with applicable State laws.

Section 10. Public Service.

(a) A Faculty Member who is elected to the State Legislature or Congress or appointed to government service will be granted an unpaid leave of absence for the length of the term or terms of office, not to exceed six (6) years.

(b) The Faculty Member on such leave shall notify the District in writing of an intended or possible return no less than one (1) semester in advance.

ARTICLE XVIII. RETIREMENT.

Section 1. Pre-Retirement Program.

(a) Purpose. The District has established, and will continue to implement, a pre-retirement program which will allow partial employment for full-time Faculty Members approaching retirement and will provide an incentive for those who may choose to retire early.

(b) Eligibility for Early Retirement Program. In order to participate in this program, a Faculty Member must meet the following conditions:

(1) The Faculty Member must have been employed by the District as a Faculty Member for at least ten (10) years, of which the immediate preceding five (5) years were full-time employment as defined by the State Teachers' Retirement System (STRS).

(2) The Faculty Member shall have reached the age of fifty-five (55) years by the start of the semester in which the work reduction begins and shall not exceed the age of seventy (70) years in the school year in which the work reduction begins.

(3) The Faculty Member must agree to retire and terminate services with the District at the conclusion of the Faculty Member's preretirement program, which program shall not exceed fives (5) years.

(4) The Faculty Member must make application for participation in the program to the Vice Chancellor for Human Resources at least sixty (60) calendar days prior to the first day on which the work reduction is to be effective. The District may honor a late request due to unusual or emergency circumstances.

(c) Work Load and Compensation. A pre-retirement program for an eligible Faculty Member will require a reduction in the Faculty Member's normal assignment and will require a commensurate reduction in the yearly contract salary. The minimum part-time employment shall be the equivalent of one-half the number of days of service required by the Faculty Member's yearly contract of employment during the last year of service in a full-time position. A Faculty Member may request as a minimum an assignment which is:

(1) One hundred percent (100%) for one semester and no assignment for the second semester; or

(2) Fifty percent (50%) or more each semester; or

(3) An assignment which averages fifty percent (50%) or more for both semesters of the college year.

(4) Any assignment in (1), (2) or (3), above, must comply with the requirement that the reduced employment shall be the equivalent of at least one-half the number of days of service required for the yearly contract of employment.

(d) Maintenance of Benefits. Except for the reduction in salary corresponding to the reduced work load, the District will provide a Faculty Member on this program with the same benefits provided full-time Faculty Members. The District and the Faculty Member shall agree to make contributions to the State Teachers' Retirement System in accordance with the regulations set forth by that agency. The Faculty Member on the program shall authorize the District, in writing, to deduct from the pay such amounts as are necessary to pay the Faculty Member's one hundred percent (100%) retirement contribution. Sick leave and vacation, where applicable, are earned on a pro rata basis.

(e) Sabbatical Leave Eligibility. A Faculty Member participating in the program is not eligible for sabbatical leave. A Faculty Member who has returned from sabbatical leave may participate in the program at any time after returning from such leave so long as the total fractional time employed by the District thereafter is equal to the required period of post-sabbatical leave service.

(f) Return to Full-Time Assignment. A Faculty Member who is participating in the pre-retirement program may elect to cancel his pre-retirement program and return to a full-time assignment. Such election, to be effective, must be made at least thirty (30) days prior to the end of the second semester of the Faculty Member's participation in the program, with the cancellation of the program to be effective as of the beginning of the following semester.

(g) Adoption and Revocation. A Faculty Member who elects to participate in the pre-retirement program, shall enter into an agreement with the District respecting the terms and conditions of the Faculty Member's program. Such agreements shall be consistent with the provisions of this Article. The agreement can be revoked or amended with the mutual consent of the District and the Faculty Member.

Section 2. Retirement Benefits.

(a) Recognition of Meritorious Service. Faculty Members who retire with at least ten (10) years of service to the District, in recognition of their meritorious service, shall be granted the following:

(1) Certificate for years of meritorious service to be presented by the Board of Trustees.

(2) Lifetime library pass from the College library of their choice.

(3) Lifetime staff pass.

(4) Inclusion of Faculty Member's name in an appropriate section of the College catalog.

(5) If appropriate, and at the Faculty Member's request, inclusion as a participant in the Speakers' Bureau program and in the Speakers' Bureau brochures.

(6) Retired Faculty Members will be encouraged to make their services available to the District.

(7) Retired Faculty Members shall have the right to a parking sticker as if they were on active status.

(b) Insurance Benefits. (Please refer to Article XXI, Sections 3(c) and 3(d).

ARTICLE XIX. RETIREMENT: RECOGNITION FOR MERITORIOUS SERVICE.

Section 1. Recognition for Meritorious Service. Faculty Members who retire with at least ten (10) years of service to the District, in recognition of their meritorious service, shall be granted the following:

(a) Certificate for years of meritorious service to be presented by the Board of Trustees.

(b) Lifetime library pass from the College library of their choice.

(c) Lifetime staff pass.

(d) Inclusion of Faculty Member's name in an appropriate section of the College catalog.

(e) If appropriate, and at the Faculty Member's request, inclusion as a participant in the Speakers' Bureau program and in the Speakers' Bureau brochures.

(f) Retired Faculty Members will be encouraged to make their services available to the District.

(g) Retired Faculty Members shall have the right to a parking sticker as if they were on active status.

ARTICLE XX. EMPLOYMENT BEYOND RETIREMENT AGE.

Section 1. Application. Faculty Members attaining the age of seventy (70) during any school year will be notified by the District in a timely manner that they are eligible to apply for continued employment for the subsequent year. The District will supply an application form which must be submitted to the Vice Chancellor for Human Resources no later than October 15. In the event an application to continue employment is not submitted by October 15, the Faculty Member shall be retired at the end of that year.

Section 2. Procedure.

(a) Upon receipt of the initial application, the Vice Chancellor for Human Resources shall transmit to the appropriate Administrator at the College a professional performance questionnaire. This will activate at that College an evaluation procedure which is routinely used for regular Faculty Member evaluations, including appropriate visit(s) and conference(s). The completed professional performance questionnaire shall be filed with the Vice Chancellor for Human Resources by December 15.

(b) If the recommendation of the evaluation is for continued employment, the Vice Chancellor for Human Resources shall notify the Faculty Member who shall be appointed for service in the following fiscal year. If the recommendation is for discontinuance of service, the Vice Chancellor for Human Resources shall so notify the employee and prepare a recommendation of non-continuance of employment for submission to the Board of Trustees.

Section 3. Calendar Summary.

Application filed.....October 15
Performance Evaluation filed.....December 15
Notification to the Faculty Member and Recommendation
to the Board of Trustees.....February 1

Section 4. Employment Continuance. Continuance in employment shall be effective for one (1) fiscal year. For each subsequent year of employment, the Faculty Member must complete the procedure set forth in this Article.

Section 5. STRS Contributions. Pursuant to Education Code Section 23922, District and Faculty Member contributions to the State Teachers' Retirement System shall continue until retirement.

Section 6. Appeal. Should a recommendation be prepared for the Board to deny the request for continued employment, the Faculty Member may appeal. This appeal is to be submitted in writing to the Vice Chancellor for Human Resources, or designee, for submission to the Board of Trustees within five (5) calendar days of issuance of the official notice of intended recommendations to the Board.

ARTICLE XXI. EMPLOYEE AND DEPENDENT BENEFITS COVERAGE.

Section 1. List of Benefits.

(a) The District will make available during the duration of this Agreement an insurance program consisting of the following:

(1) Medical Insurance.

a. Faculty Member premium paid by District.

b. District to contribute 70% of dependent premium. Employee to pay remaining 30% by payroll deduction on 10-month basis, up to maximum of $50 per month.

c. Deductible will be $150 per person per year; $300 maximum per family per year.

d. The Major Medical Plan will have a $400 stop/loss clause per year for semi-private room and board costs.

(2) Dental Insurance.

a. Faculty Member premium paid by District.

b. Dependent premium to be paid by District.

c. Deductible will be $50 per person; $100 maximum per family per year.

(3) Optical Insurance.

a. Faculty Member premium paid by District.

b. Dependent coverage paid by District, effective 7/1/85.

c. Deductible will be $5.00 per person.

(4) Life Insurance.

a. Faculty Member's premium paid by District.

b. Voluntary dependent life insurance coverage when available will be paid by the employee.

A59

(5) Income Protection.

a. Individuals employed at 75% or more of a full-time assignment are eligible for income protection insurance at District expense after having been employed for three (3) consecutive months.

b. Individuals employed from 50% through 74% of a full-time assignment are eligible for income protection insurance at District expense after having been employed for six consecutive months.

c. This coverage is not available to dependents.

(6) Health Promotion. The District will make available to current employees programs in health promotion and preventive health services.

a. A joint District/Federation committee shall be established to make recommendations to the District on such programs.

b. This program is designed to minimize medical risks for the Faculty Members. Participation is voluntary and is intended to enhance, not duplicate, existing insurance benefits.

(7) Employee Assistance Programs.

a. The District will make available to current employees programs to assist employees in such areas as chemical dependency and mental health.

b. Employees requiring treatment will be referred to agencies which are independent of the District.

Section 2. Definition of Eligible Employees.

(a) Regular full-time and Regular part-time employees will be eligible for benefits. Individuals employed at 75% or more of a full-time assignment are eligible for full coverage from the date of employment. Dependent coverage will be available in accordance with Section 1 of this Article.

(b) The District will share equally the premium cost for Faculty Members employed from 50% through 74%. Dependent coverage will be available in accordance with Section 1 of this Article.

Section 3. Continuance of Insurance Benefits.

(a) Leaves of Absence, Paid and Unpaid. Faculty Members on paid leave are considered to be continuing employees, and no interruption to the insurance benefit shall be imposed upon such Faculty Members. Faculty Members who are approved for an unpaid leave may continue insurance benefit coverage for any approved leave by paying to the District the monthly costs prior to the first day of each month. Termination of employment for any reason shall terminate insurance benefits on the last day of employment with the District, except as otherwise provided in this Agreement.

(b) Load Reduction. Faculty Members who involuntarily accept a reduction from more than 75% to less than 75% will have their fringe benefit program continued as though their employment level were above 75%.

(c) Retirement with Ten or More Years of Service. Bargaining unit members who retire with 10 or more years of service with the District shall retain District insurance benefits for which they are eligible until age 70. The District will pay premium costs in the same manner as though the retiree were in active status, and the retiree will contribute toward the cost of fringe benefits in the same manner as though the retiree were an active member of the District. Should the retiree be required to pay all or part of any premium, the retiree shall reimburse the District in the appropriate amount on the first of each month in which premiums are due. The retired Faculty Member may, after age 70, continue certain benefits in accordance with subsection (d) of this section.

(d) Age 70 or Older or Retired with fewer than Ten Years of Service. Faculty Members who retire with less than 10 years of service, but with 5 years' credit, with the District and all retired Faculty Members who have reached their 70th birthday may elect, provided they have had no break in coverage, to participate in District-sponsored insurance programs for which eligible at the retiree's expense. Dependents may also be covered in some instances at the retiree's expense.

(e) Death of the Employee. The District will for 24 months from the date of the employee's death, pay full premium medical and dental insurance in force for eligible dependents of an employee who dies.

Section 4. Federation Recommendations regarding Fringe Benefit Program.

(a) The District will, as appropriate, seek recommendations and input from the Federation regarding the fringe benefit program. In the event changes and/or modifications must be made after the ratification of this Agreement, the District agrees to maintain the fringe benefit program at essentially the same level of coverage.

(b) The Federation will be asked to provide a representative to a Districtwide Insurance Advisory Committee. The committee will consist of one (1) representative from each employee union, one (1) person representing Confidential employees, one (1) person representing Supervisory/Management employees, and one (1) representing Management employees. The committee will

be convened by the Vice Chancellor for Human Resources and will have, as ex officio members, the District's Risk Manager and Insurance Broker.

(c) The Federation and the District will establish a joint committee, no later than February 1, 1987, to study approaches to meeting child care needs of District employees. The committee shall complete its study and prepare a report for review by the District and the Federation no later than August 25, 1987.

Section 5. Referral to Employee Assistance Programs.

(a) Preamble. The District and the Federation jointly recognize alcoholism, drug abuse and emotional problems as illnesses which are treatable. It is also recognized that it is in the best interests of the Faculty Members, the District, and the Federation that these illnesses be treated and controlled under the existing collective bargaining relationship. Our sole objective is to help, not harm. This program is designed for early intervention and rehabilitation, and not for employee discipline.

(b) Employee Assistance Committee. To coordinate a program and to implement this policy, the Federation and the District agree to establish a joint committee on Employee Assistance. Committee members shall be appointed for an initial term of one year by the President of the Federation and the Vice Chancellor for Human Resources. The committee shall elect its chairperson. The committee shall make recommendations to the District on the selection of health professionals and facilities to which employees may be referred. The committee shall establish procedures for such referrals which shall provide the highest level of confidentiality. It shall be the responsibility of all managers to follow the joint District/Federation Employee Assistance Program policies and procedures.

(c) Protocol. The rights and benefits of this program shall be coordinated with other benefits provided for in this Article.

Section 6. Funding. The Health Promotion and Employee Assistance Programs will be funded at no less than $3,000 during each academic year.

ARTICLE XXII. PROFESSIONAL MEETINGS AND CONFERENCES.

Section 1. General. The District encourages Faculty Members to attend professional meetings and conferences related to the District's education program and the Faculty Member's professional growth.

Section 2. Budget Allocation. Each fiscal year the District will provide a conference and travel fund for Faculty Members to be administered as herein provided. The fund will be utilized to pay the cost of all or a portion of the cost of attending professional meetings or conferences, such as registration fees, meal and lodging expenses, and travel expenses. The fund will amount to a sum equivalent to Seventy Dollars ($70.00) times the number of Faculty Member positions budgeted for that year. Two-thirds (2/3) of the fund will be allocated to the appropriate College body. The remainder of the fund will be allocated by the President, or designee, on a Collegewide basis. The fund administered by the President, or designee, will be utilized for (i) conferences of a general import to the educational program of the College; (ii) special situation which would require the allocation of substantial expenses; and (iii) conferences that the District requests a Faculty Member to attend as its representative.

Section 3. Requests. A Faculty Member who desires to attend a conference will submit a request in accordance with College procedures, which shall be consistent with the criteria established by the District Professional Pursuits Committee. If a Faculty Member is approved for attendance at a conference, the Faculty Member will attend the conference without loss of pay or benefits. The College may approve attendance for a conference without providing any reimbursement for expenses.

Section 4. Reimbursement. If expenses are authorized, the following rules shall apply:

(a) Faculty Members will travel economy air coach or by authorized alternative means.

(b) Faculty Members authorized to use a private car with expenses paid shall be reimbursed at the rate established by the District for business travel but in no case will such mileage expense exceed the cost of economy air transportation plus ancillary expenses.

(c) If two or more Faculty Members attend a conference and travel together by private automobile, only the individual furnishing the car will be compensated for transportation expenses.

(d) Requests for reimbursement of expenses shall be for actual authorized expenses and shall be made on the appropriate expense form. It is understood that such reimbursement shall be subject to item limitations as set forth in District policies.

(e) Partial reimbursement of expenses may be authorized.

Section 5. Reports. Written reports of conferences attended at District expense may be required.

ARTICLE XXIII. VACANCIES, TRANSFERS AND REASSIGNMENTS.

Section 1. Purpose. The purpose of this Article is to provide a formal procedure to fill vacancies or for reassignment to another position in the same College or for transferring a Faculty Member from one College to another.

Section 2. Vacancies.

(a) Posting. The District will post on designated bulletin boards at each College announcements of all certificated vacancies. Such announcements shall be posted for a minimum of ten (10) business days (days in which the District office is open for business). Copies of any such announcements shall be forwarded to the Federation at the time of posting.

(b) Applications. Any qualified Faculty Member may apply for such vacancy by submitting an application by the deadline noted on the announcement of vacancy. In addition to the application, the Faculty Member must also provide any other materials requested in the job vacancy announcement or in the application form.

(c) Selection Process. The designated Administrator, in conjunction with any screening committee that may be impanelled, shall review and consider Faculty Member applications and shall provide all qualified applicants with an interview. Any recommendation for the position shall be submitted promptly to the President, or designee. If a Faculty Member who is rejected for a transfer or reassignment makes a written request, the designated Administrator will submit to the Faculty Member a statement in writing as to the specific reason(s) for such rejection.

Section 3. Reassignments and Transfers.

(a) The District and any Faculty Member may agree to a voluntary reassignment or transfer of that Faculty Member.

(b) The District and the Federation recognize that there may be unusual circumstances requiring the involuntary reassignment or transfer of a Faculty Member. Such circumstances may include reassignment to avoid layoff. Such transfers and/or reassignments will not be made in an arbitrary, capricious or discriminatory manner.

(c) In the event a Faculty Member is involuntarily transferred or reassigned as a result, either directly or indirecrly, of the layoff process, that Faculty Member shall for two years retain the right of first consideration to return to the position from which transferred or reassigned. It will be the responsibility of the office of the Vice Chancellor for Human Resources to guarantee that Faculty Members so affected are notified of such vacancies and are assured of the consideration provided by this Section.

(d) The President of the Federation shall be notified of any transfer pursuant to this Section, and the reason(s) for such transfer, before it is implemented.

Section 4. Intra-District Exchange. Two (2) Regular Faculty Members may make written applications to their College President(s) to participate in an intra-district exchange. Such request must be received no later than ninety (90) days prior to the end of the semester preceding the semester in which the exchange would begin. The application shall set forth the advantages to be accrued to the District and to the Faculty Member by participation in such an exchange. The President, or designee, will review the request and determine whether or not the request may be granted. If the request for an exchange is not granted, the President, or designee, will, within one (1) week, inform the Faculty Member in writing of the reasons for the denial. The leave may not exceed one (1) year, except that by mutual consent of the Faculty Member and the District, the leave may be extended to a total of two (2) years.

Section 5. Retraining Leave.

(a) Purpose. Faculty Members will be encouraged to pursue professional growth leading to the redirection of their teaching discipline. The District's retraining leave program will assist in this pursuit.

(b) Eligibility. A Regular Faculty Member is eligible to apply for a retraining leave. Such application shall be made to the Chief Instructional Officer. The Chief Instructional Officer and the College President shall recommend candidates to the Vice Chancellor for Human Resources. The Vice Chancellor will submit recommendations to the Board of Trustees for final approval. Retraining leaves shall be submitted to the Board for approval no later than the last month of the semester prior to the semester in which the leave will be taken.

(c) Funding. Funding for retraining leave will be budgeted at $25,000.00, to be used for retraining leaves in each academic year. The $25,000.00 will be distributed proportionately among the Colleges on FTE Faculty Members covered by this Agreement.

(d) Length of Leave. A retraining leave may be granted for one semester only, two consecutive semesters, or a percentage of contract during a single academic year.

(e) Compensation.

(1) A Faculty Member granted a retraining leave for an academic year shall receive fifty percent (50%) of the Faculty Member's salary for that year. A Faculty Member granted a retraining leave for one (1) semester shall receive full salary for that semester. A Faculty Member granted a retraining leave for a percentage of contract shall receive full salary for up to one-half (1/2) of his/her regular contract period, and no additional salary for periods beyond. The District shall continue to provide insurance benefits during the period of the leave. Time on leave shall be treated as working time for salary step placement and retirement contributions shall be continued as provided by law.

(2) Compensation for the retraining leave shall be paid upon return of the Faculty Member (in accordance with Education Code provisions)

unless the Faculty Member furnishes a suitable bond indemnifying the District against loss in the event the Faculty Member fails to render the agreed upon period of service to the District following return from the leave.

(f) Accident or Illness. Interruption of the retraining leave because of serious accident or illness will not be considered failure to fulfill the conditions under which the leave is granted. In the event of serious accident or illness, the Faculty Member will continue to receive compensation as provided in Article XIV.

(g) Selection Procedures. Eligible Faculty Members who desire a retraining leave must submit their applications to their College President(s). The application shall set forth the advantages to be accrued to the District and to the Faculty Member by participation in such a leave. Criteria for acceptance of the Faculty Member's leave application are: (1) likelihood that retraining will be achieved in no more than four consecutive semesters; (2) evidence that the Faculty Member will be accepted in an educational program acceptable for the District; and (3) evidence that the Faculty Member with new certification can fulfill assignments in teaching areas needing additional staff. If the request is not granted, the President, or designee, will, within one (1) week, inform the Faculty Member in writing of the reasons for the denial.

(h) Subsequent Service.

(1) A Faculty Member, as a condition of being granted a retraining leave, shall agree in writing to render a portion of service equal to twice the period of the leave; this service to be served continuously and immediately upon completion of the retraining.

(2) Upon completion of the Faculty Member's retraining, he/she shall be reassigned to the new teaching area.

ARTICLE XXIV. PROPERTY RIGHTS.

Section 1.

(a) Each Faculty Member shall have the exclusive property right to all materials, as enumerated by Title 17, U.S. Code (the copyright law), which are the sole product of the Faculty Member's mind, time and talent, including the right to all royalties from the sale thereof, and the District waives any right it may have therein; provided however, that in such cases the Faculty Member shall reimburse the District for any property owned by the District and used by the Faculty Member in developing the material or physically incorporated in such materials.

(b) If the District desires to market the materials upon completion of the project, the Faculty Member has the right to either:

(1) Obtain rights to such material by reimbursing the District for the complete cost of the materials to the District including wages, released time, supplies and facility equipment usage.

(2) Select the royalty option described in this Section.

The Faculty Member will be notified of this option, in writing, by the District. Failure to respond to this choice within thirty (30) days of a certified record of such notification will mean that the District could proceed in marketing the product under the royalty option. The choice of either option (1) or (2) by the Faculty Member releases the Faculty Member's rights to the other option. A fifteen percent (15%) royalty will be paid to the Faculty Member(s) from the gross revenue generated form the sale of the material. The District will issue royalty payments to the Faculty Member once annually, or within thirty (30) days after each period when the dollar amount in the Faculty Member's account exceeds One Hundred Dollars ($100).

Section 2. Subject to the provisions of Section 3 of this Article, the District grants to the Faculty Member the same right to have considered and adopted for required use the materials which the Faculty Member has developed, as the District grants with respect to materials developed by others. Materials which the student is required to purchase shall be adopted through the regular prescribed District policy.

Section 3. The Faculty Member will not be assigned to develop or prepare materials on behalf of the District, either in lieu of or in addition to the Faculty Member's regular assigned duties, unless arrangements with the Faculty Member involved shall have been made by a separate and mutually negotiated contract, which shall specify the work to be performed and the compensation therefor. In the event of such a work made for hire, the property right to such materials shall vest in the District. In the event the Faculty Member wishes to obtain rights to such materials, the Faculty Member may do so by having included in the Faculty Member's special contract a provision requiring the Faculty Member to reimburse the District for the complete cost of the materials to the District including wages, released time and/or supplies. In such event, the District may reserve the right to use the material within the Coast Community College District or the life of the copyright.

ARTICLE XXV. GRIEVANCE AND ARBITRATION PROCEDURE.

Section 1. Definitions.

(a) A "grievance" is defined as a claim by a Faculty Member of the Federation that the District has violated a provision of this Agreement and that by reason of such violation the Faculty Member or the Federation has been adversely affected.

(b) A "grievant" may be a Faculty Member or the Federation.

(c) A "day" is any day in which the central administrative office of the District is open for business, including weekends and holidays.

(d) A "supervisor" is the designated Administrator who has been charged with the authority and responsiblity of adjusting grievances for a designated group of Faculty Members.

Section 2. Informal Level. A complaint may, but need not, constitute a grievance. Before filing a grievance, the Faculty Member shall attempt to resolve the complaint by an informal conference with the Faculty Member's supervisor. Each party may request another person to be present at the informal conference.

Section 3. Formal Level. Any complaint that is not resolved at the informal level, as provided in Section 2 and which complaint constitutes a grievance as defined in Section 1, shall be processed in accordance with the following procedures:

(a) Level I: The grievant shall reduce the grievance to writing on the appropriate form and shall submit the grievance to the designated supervisor within twenty (20) days after the date the grievant discovered the facts, or reasonably should have discovered the facts, giving rise to the grievance. The grievance shall state the facts surrounding the grievance and shall specify the provision or provisions of this Agreement alleged to have been violated and the remedy sought. The grievance shall confirm that the matter had been discussed at an informal conference. The grievance shall be signed and dated by the grievant. The supervisor, or designee, shall provide the grievant with a written decision to the grievance within six (6) days after receipt of the grievance. Within the period from the filing of the grievance until the written decision, either party may request a conference to discuss the grievance.

(b) Level II: If the grievant is not satisfied with the decision of the supervisor at Level I, the grievant may appeal the decision on the grievance form to the designated Grievance Officer of the College. Such appeal must be in writing and made within six (6) days after the grievant's receipt of the reply in Level I. The statement on appeal shall include a copy of the original grievance, the decision rendered by the supervisor, and a statement of the reason for the appeal. The College Grievance Officer, or designee, shall conduct an investigation into the allegations and shall provide the grievant with a decision in writing within six (6) days after receiving the appeal. Either the grievant or the College Grievance Officer

may request a conference to discuss the grievance prior to the written decision.

(c) Level III: If the grievant is not satisfied with the decision at Level II, the grievant may, within six (6) days after receipt of the decision, appeal the decision to the Vice Chancellor for Human Resources, or designee. This appeal shall be in writing and shall include the original grievance and shall state the basis of the appeal to Level III. The Vice Chancellor for Human Resources, or designee, shall provide the grievant with a decision in writing within six (6) days after the submission of the grievance at this level.

(d) Level IV; Arbitration: Any grievance which has not been resolved to the satisfaction of the Federation shall be submitted by the Federation to arbitration upon providing written notice to the Vice Chancellor for Human Resources. Such notification by the Federation shall be made within fifteen (15) days after the receipt of the decision at Level III.

Section 4. Selection of the Arbitrator. Not later than ten (10) days after the District receives written notice of the Federation's desire to arbitrate, the parties may agree upon an arbitrator. If no agreement is reached within said ten (10) days, an arbitrator shall be selected from a list of five (5) arbitrators to be mutually agreed upon by the Federation and the District. The District and the Federation shall alternately strike a name from the list (the first to strike to be determined by lot) until one remains. This person shall be the selected arbitrator.

Section 5. Authority of Arbitrator. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement and what the remedy shall be. No decision rendered by the arbitrator shall be retroactive beyond the occurrence of the event giving rise to the grievance. The arbitrator shall have no power to render an award on any grievance relating to an occurrence before the effective date of this Agreement.

Section 6. Review by Board. The decision of the arbitrator shall be final and binding upon the parties to the dispute unless either the District or the Federation shall, within fifteen (15) days after receipt of the decision, submit a request in writing to the Board for review of the decision. The Board shall promptly take such a request under submission and shall render its decision, which shall be final and binding on all parties.

Section 7. Arbitration Arrangements. The fees and expenses of the arbitration, including a reporter's transcript, if the parties agree to have a transcript or if the aribtrator determines that a transcript is desirable, shall be paid equally by the parties, except that the party requesting review of the arbitrator's decision by the Board shall pay the full amount of the arbitrator's fee. Each party shall bear the expense of the presentation of its own case, except that the District shall grant released time without loss of compensation to a representative of the Federation at the arbitration hearing and will provide released time without loss of compensation to District and Federation witnesses during the period their presence is required as witnesses. Hearings will be scheduled on District premises, if possible.

Section 8. Grievance Procedure Records. All documents, communications and records dealing with the grievance and arbitration procedures provided herein shall be filed separately from the personnel files of the grievant(s).

Section 9. Time Limits. If the grievance is not processed by the grievant in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made. If the District fails to respond to the grievance within the specified time limits at any level, the grievant may proceed to the next level. The time limits set forth in this Article may be extended by mutual agreement in writing between the District and the grievant or the District and the Federation. The day of delivery of notice shall be counted as a day in determining time limits.

Section 10. Federation Representation. The grievant shall be entitled to representation by a Federation representative at any grievance meeting. If the grievant desires representation, such shall be requested from the Federation. The Federation shall inform the supervisor and/or College Grievance Office and/or the Vice Chancellor for Human Resources of the person designated to represent the grievant so that meetings may be scheduled not to conflict with the assigned duties of such representative. In situations where the Federation has not been asked to represent the grievant, the District shall not agree to a final resolution of the grievance util the Federation has a copy of the grievance and the proposed settlement and has been given an opportunity to file a response to the matter. An additional District representative may be invited to be present at any level of the grievance process.

Section 11. Scheduling of Meetings. Grievance meetings will be held during the normal business day, but shall be scheduled, if possible, at hours that do not conflict with the assigned duties of the Faculty Member(s) involved. In the event a meeting is scheduled which conflicts with such assigned duties of an affected Faculty Member, the Faculty Member will not suffer any loss of pay as a result of attending such meetings.

Section 12. Federation Grievance. If the Federation files a grievance, it shall be filed at Level III with the Vice Chancellor for Human Resources within twenty (20) days from the date the Federation discovered the facts or reasonably should have discovered the facts giving rise to the grievance. The written Federation grievance shall comply with the requirements set forth in Secion 3(a) of this Article. The Vice Chancellor for Human Resources shall process the grievance within the time limits as provided in Section 3(c) of this Article.

Section 13. Group Grievance. If any group of Faculty Members has the same grievance, one grievant may file the grievance on behalf of all other parties. The grievant filing such a group grievance shall obtain on the grievance form the signature of such Faculty Member in the group who authorizes the grievant to process the grievance on the Faculty Member's behalf.

ARTICLE XXVI. CONCERTED ACTIVITIES.

Section 1. Apart from, and in addition to, existing legal restrictions upon work stoppages, the Federation hereby agrees that there will be no strike, sympathy strike, work stoppage, slow down, or other concerted action or refusal to perform job functions and responsibilities by the Federation, its officers or agents during the term of this Agreement.

Section 2. In the event members of the Federation engage in any of the actions prohibited in Section 1 of this Article, the Federation shall not in any way aid, encourage or abet such actions and will take all reasonable means to end such actions.

Section 3. The District shall not engage in a lockout or participate in any other activity which obstructs the collective bargaining process during the term of this Agreement.

ARTICLE XXVII. AGREEMENT CONDITIONS AND DURATION.

Section 1. Sole Agreement. This Agreement, when ratified and executed by each party hereto, shall constitute the sole agreement between them. Any modification or amendment of this Agreement must be made by and between the parties hereto in writing and executed by each party hereto.

Section 2. District and Federation Obligations. Neither the District nor the Federation shall be bound by any requirements which are not expressly and explicitly stated in this Agreement.

Section 3. Savings Clause. If any provision of this Agreement is or shall be at any time contrary to law, such provision shall be inoperative. All other provisions shall remain in effect. At the request of either party, the District and Federation agree to negotiate any replacement provision within fifteen (15) days of such request.

Section 4. Effective Date and Duration.

(a) This Agreement shall become effective upon the date of its execution, except as otherwise specified, and shall remain in effect through June 30, 1989.

(b) The following provisions may be reopened for negotiations in March 1987:

(1) Salary Schedule (Appendix to the Agreement).

(2) Nonlecture hour equivalency (see Article XI).

(3) Benefits (see Article XXI).

(4) Retirement (providing no Early Retirement Incentive reopener will propose retirements effective prior to spring semester 1989).

(5) One additional Article selected by either (or both) parties.

(c) The following provisions may be reopened for negotiations in March 1988 for the year 1988-89:

(1) Compensation (Article XIII)

(2) Benefits (Article XXI)

(3) Two additional Articles seleted by either (or both) parties

unless this section is modified by mutual agreement of both parties.

(d) The entire contract may be reopened for negotiations at the request of either party, at any time after December 1, 1988. The parties agree to establish the initial negotiating date which shall be scheduled within fifteen (15) days of the request of the other party to reopen this Agreement.

APPENDIX A

COAST COMMUNITY COLLEGE DISTRICT
CERTIFICATED SALARY SCHEDULE
July 1, 1987, to June 30, 1988

Step	Scale I	Scale II	Scale III	Scale IV	*Scale V	Step
1	20,175	22,900	24,718	26,534	28,350	1
2	21,184	23,909	25,727	27,543	29,359	2
3	22,193	24,918	26,736	28,552	30,368	3
4	23,202	25,927	27,745	29,561	31,377	4
5	24,211	26,936	28,754	30,570	32,386	5
6	25,221	27,945	29,763	31,579	33,395	6
7	26,230	28,954	30,772	32,588	34,404	7
8	27,239	29,963	31,781	33,597	35,413	8
9	28,248	30,972	32,790	34,606	36,422	9
10	29,257	31,981	33,799	35,615	37,431	10
11		32,990	34,808	36,624	38,440	11
12		33,999	35,817	37,633	39,449	12
13			36,826	38,642	40,458	13
14				**40,173	**41,989	14
15				**41,704	**43,520	15
16				**43,235	**45,051	16
17					**46,582	17

*Earned doctorate - $1,531 above Scale V on appropriate step.
**Longevity increment - $1,531 Scale IV: 3
$1,531 Scale V: 4

Instructors on 12-month contracts will receive additional 3/20th salary. 1987 summer session instructors will receive 1/1000th of annual contract per hour.

Maximum on Faculty Schedule + Ph.D. = $48,113.

APPENDIX B

SIDE LETTER OF AGREEMENT

COAST COMMUNITY COLLEGE DISTRICT and
COAST FEDERATION OF EMPLOYEES/AMERICAN FEDERATION OF TEACHERS LOCAL 1911
FACULTY UNIT

ARTICLE XI. HOURS OF SERVICE.

Section 5. Nonlecture Hour. The District and the Federation agree to the following as a Side Letter to the collective bargaining agreement signed on _____.

(a) Overload Spring 1987. In the event that managers determine that implementation of the new nonlecture equivalents will require that Faculty Members in the affected disciplines work the same schedule in spring 1987 as they worked in 1986, the Faculty Members will be required to work the same schedule and will be paid for the resultant overload.

(b) Implementation of Nonlecture Equivalencies Fall 1987.

(1) In order to plan for continued implementation of scheduling based on revised nonlecture equivalency in Fall 1987, the District and Federation agree to establish committees in the affected disciplines. The committees will be made up of affected Faculty Members selected by the faculties involved and administrators selected by the College President or designee. The comittees will review staffing alternatives to facilitate the move to new nonlecture hour factors which will maintain program quality and fiscal responsibility.

(2) The committees shall make the recommendations to the College Presidents no later than March 1, 1987. Copies of such recommendations shall be forwarded at the same time to the Vice Chancellor for Human Resources for transmittal to the Federation.

(c) 1986-87 Special Reopener.

(1) Nonlecture hour equivalency may be reopened for negotiations during 1986-87.

(2) Negotiations on the above issue shall not begin prior to May 1, 1987, and shall be conducted through the month of June 1987.

FOR THE FACULTY UNIT, COAST FEDERATION OF EMPLOYEES/ AMERICAN FEDERATION OF TEACHERS, LOCAL 1911

Judith Ackley
Chief Negotiator
Faculty Unit, CFE/AFT 1911
Dated: _____

FOR THE COAST COMMUNITY COLLEGE DISTRICT

Phillis Basile
Vice Chancellor for
Human Resources
Dated: _____

APPENDIX C

COAST COMMUNITY COLLEGE DISTRICT
FACULTY EVALUATION REPORT

Contract Faculty ___
Regular Faculty ___
Adjunct Faculty ___

Coastline Community College ___
Golden West College ___
Orange Coast College ___

Instructor_____ Date of Visit_____

Course/Ticket No._____ Notification of visitation (Yes__ No__)

Chair Evaluation Panel (if applicable) Title

Panel Member No 1 Panel Member No. 2 (if applicable)

Summary of Lesson Content_____

Instructional Assessment	Comments
1. Knowledge of subject.	
2. Ability to present ideas; clarity of explanations.	
3. Use of instructional techniques and aids which stimulate class interest and meet student needs.	
4 Encouragement of student participation.	
5. Preparation for class and organization of material consistent with approved course outline.	
6. Evidence of effective class time management.	
7. Enthusiasm of instructor in relationship to content and purpose of the instruction	
8. Instructor's adaptability of teaching methods to learning needs of students.	

A75

FACULTY EVALUATION REPORT - page 2

Satisfactory _____ Unsatisfactory _____

Date of Conference_____

Remarks by Instructor_____

Additional comments by evaluator(s)_____

_____ _____
Signature of Evaluatee Date

_____ _____
Signature of Evaluator Date

SURVEY OF STUDENT OPINION OF TEACHING

Item	Above Average	Average	Below Average
IN YOUR OPINION:			
1. How well does the instructor make clear what is expected of you in the course?			
2. How well does the instructor create interest in the subject and transmit enthusiasm?			
3. How well does the instructor help you to understand the subject material?			
4. How well does the instructor answer your questions and get class participation in discussions?			
5. How well does the instructor encourage you to think for yourself?			
6. How well do the examinations reflect important aspects of the course?			
7. How fair is the grading system used in this course?			
8. Is the instructor available for individual consultations? (If your answer is "Below Average," please comment on the supplemental sheet.)			
9. What is the overall effectiveness of this instructor in teaching this course?			

STUDENT COMMENTS

Please express any opinions you wish your instructor to have about this course.

COAST COMMUNITY COLLEGE DISTRICT
FACULTY EVALUATION SUMMARY REPORT

Contract Faculty ___
Regular Faculty ___
Adjunct Faculty ___

Coastline Community College ___
Golden West College ___
Orange Coast College ___

Instructor

Date of Report

Area/Division/Instructional Unit

Status: Contract Faculty ___
Regular Faculty ___

Chair, Evaluation Panel

Title

Panel Member No. 1

Area/Division/Unit

Panel Member No 2 (if applicable)

Area/Division/Unit

1. Brief description of evaluation procedures; e.g. classroom observation, conference, written report.

2. Professional Growth activities.

3. Specific areas of professional strength.

4. Recommendations.

FACULTY EVALUATION SUMMARY REPORT - page 2

5. Summary of panel evaluation.

6. Evaluatee's response.

Evaluatee's Signature

Date

Area/Division/Instructional Unit

Signature of Chair, Evaluation Panel

Title

Signature of Panel Member No. 1

Area/Division/Unit

Signature of Panel Member No. 2
(if applicable)

Area/Division/Unit

A80

Appendix D

Alternative Methods of Professional Development
Guidelines

JOB SHADOWING

I. Nature of work

A. This program relates to observing, evaluating, and working with an expert or professional whose occupation is related to the faculty member's own academic specialization, and must augment or enhance the faculty member's understanding of his/her field.

B. Examples of job shadowing would be as follows:

1. Political Science: A faculty member would sit side-by-side with a city manager in order to follow day-to-day operations in the management of local governmental affairs.

2. Psychology: A faculty member would observe methods employed by a licensed professional in the field of mental health at an institution such as Fairview Hospital.

3. Science: A faculty member may do field work with experts in private industry who are involved in the practical application of scientific theory. (pharmaceutical firms, solar technology development, etc.)

4. English: A faculty member may observe classroom methods and lecture presentation employed by a professor at a 4-year institution, assessing student performance at the junior/senior level, analyzing with the professor all aspects of student achievement, growth, and classroom participation.

5. Vocational: Interviewing and working in conjunction with a management professional in any of various vocational fields, observing application of new techniques and the latest technical equipment.

C. Job shadowing must relate to a faculty member's assignment objectives, and must provide benefit to students or the district.

D. The expert or professional who is "shadowed" must not be employed or remunerated by the Coast Community College District.

II. Standards for receiving credit

A. One unit of job shadowing experience credit may be granted for 40 hours of job shadowing performance. One-half unit may be granted for 20 hours. Less than 20 hours will not be considered.

B. The approximate number of hours for completion must be submitted for approval at the submission of the application.

C. A maximum of eight job shadowing units may be counted toward salary advancement in any one year.

D. No more than ten job shadowing units may be used in moving from one salary schedule to the next higher schedule.

DPPC 3/27/85

E. A faculty member may job shadow one or more experts in the process of accumulating hours for credit approval; however, no one expert may be job shadowed for more than three units of credit.

JOB EXCHANGE (see Article XIV, Section 10)

I. Nature of the work

A. This program enables a faculty member to gain professional credit by exchanging jobs with a person in a teaching or non-teaching position at an outside-district agency, public or private, which is related to the faculty member's assignment;

B. The participation in this exchange must be directly related to the faculty member's instructional discipline or assignment;

C. This exchange must involve unique and unusual opportunities of benefit to the faculty member, the student and the college;

D. The person from the outside agency must hold proper credentials necessary to assume the faculty member's position;

E. Salaries need not be exchanged. The faculty member will receive normal salary payments from the District. The outside agency will agree to pay its employee a regular salary;

F. Work of the faculty member must be directly and adequately supervised by a person with superior kowledge in the field of employment;

G. The length of the working arrangement will be negotiated, but it must be on a full-time basis (40 hours per week). The approximate number of hours for completion must be submitted for approval at the submission of the application.

II. Standards for receiving credit

A. One unit of job exchange credit may be granted for each 40 hour week of full-time approved exchange;

B. A maximum of eight units may be counted toward salary advancement in any one year;

C. No more than ten job exchange units may be used in moving from one salary column to the next;

D. A regular faculty member (see Article II, Section 13) is eligible to apply for job exchange credit after completing two years of full-time teaching in the District.

NEW ASSIGNMENT

I. Nature of work

A. This program is designed for augmenting or enhancing an instructor's knowledge and understanding of subject matter in courses for which the instructor has not been adequately prepared;

B. All programs must involve unique and uusual opportunities for growth or retraining;

C. This program may also allow instructors to develop instructional skills and materials in a new teaching method;

D. Any faculty member undertaking a new assignment mandated by the college, district, or state mandates would qualify under the above program.

II. Standards for receiving credit

A. One unit of credit will be granted for each 40 clock hours spent on the preparation for a new teaching assignment;

B. A maximum of eight units of credit may be counted in any one school year;

C. No more than ten new assignment credit units may be used in moving from one salary scale to the next higher (one-half the total required units);

D. At the time of submission for approval the approximate number of hours required for completion must be declared.

PUBLICATIONS

I. Nature of work

A. The work must enhance or augment an instructor's knowledge and understanding in courses taught;

B. Publications include articles of educational value, the presentation of a paper to a professional meeting, the production of works with creative merit as judged by the Committee on Alternate Methods or other professional boards, or syllabi, novels, and textbooks that are otherwise not remunerated;

C. Publications that are written as part of an assigned District or College contract or by a District grant are excluded from this program.

D. These publications must provide opportunities that are of unique benefit to students, other faculty of the District.

II. Standards for receiving credit

A. One unit of credit will be granted for each 40 clock hours spent on the preparation of the work;

B. A maximum of eight units of credit may be counted in any one school year;

C. No more than ten publication or presentation credit units may be used in moving from one salary column to another;

D. Publication or presentation credits may be accumulated toward reaching any of the maximums;

E. The approximate hours required for completion must be declared at the time of submission for approval.

PRODUCTION OF EDUCATIONAL MATERIALS

I. Nature of work

A. The process of developing the educational materials should augment or enhance the professional growth of the faculty member. The educational materials that are produced must be original creations for classroom use, including large lecture halls or laboratories or other on-campus instructional facilities;

B. The educational materials shall be applicable to the instructional program in the Coast Community College District;

C. The work must be of unusual or unique benefit to students, other faculty members or the District.

II. Standards for receiving credit

A. One unit of credit for salary movement for each 40 hours of time spent in the production of the materials;

B. At the time of submission for approval the approximate number of hours required for submission must be declared;

C. A maximum of eight units of credit may be granted for the production of educational materials in any one school year. No more than ten units of credit for production of educational materials may be used for moving from one salary scale to another.

PROFESSIONAL ORGANIZATIONAL ACTIVITIES

(See Article XIII, Section 2(c)10 in the Amendments to the Faculty Contract.)

APPENDIX E

COAST COMMUNITY COLLEGE DISTRICT

SABBATICAL LEAVES*

GENERAL INFORMATION

I. Guidelines for Granting Approval.

Please review Article XVI of the AFT/CCCD contract to determine eligibility and benefits.

II. Dates to Remember.

III. Examples of Forms.

1. Intent to File for Sabbatical Leave.

2. Sabbatical Leave Application.

IV. Sabbatical Leave Ranking Procedure.

V. College Sabbatical Leave Committee Appeals Procedure.

*Adopted by the District Sabbatical Leave Procedures Committee 11/21/83.

SABBATICAL LEAVES

DATES TO REMEMBER

(Note to College Sabbatical Leave Committee: When the due date falls on a Saturday or Sunday, the due date becomes the following Monday.)

October 1	Intent to File due
November 1	Applications due
November 15	Applications requiring revision will be returned
December 1	Deadline for submission of revised applications
December 15	Acceptable sabbaticals sent to President
January 1	Acceptable sabbaticals sent to Board
February 1	If ranking has been required, sabbaticals will be ranked by February 1 and resubmitted for Board action
Appeals Timeline:	Appeals on any action must be filed within 5 working days from the time applicant received notice of action. See Appeals Procedure for details.

FORMS ARE TO BE SUBMITTED TO _____,
CHAIRPERSON OF THE COLLEGE SABBATICAL LEAVE COMMITTEE.

11/21/83

INTENT TO FILE FOR SABBATICAL LEAVE

DURING _____ ACADEMIC YEAR

Faculty members who wish to apply for a sabbatical leave to be effective during _____ must submit an Intent to File for Sabbatical Leave form by October 1 of the prior academic year.

Name_____
(PRINT)

I intend to file for sabbatical leave. Please send me an information packet.

Signature:_____

A-87

SABBATICAL LEAVE APPLICATION

Attach a typewritten copy of your sabbatical leave proposal to this application form and submit both to the chairperson of the College Sabbatical Leave Committee.

NAME OF APPLICANT: _____
(PRINT)

PROPOSED DATES OF SABBATICAL LEAVE: _____

PURPOSE: The purpose of a sabbatical leave is to encourage faculty members to pursue professional growth leading to the development of increased competence and the improvement of instruction and/or redirection in their discipline. (AFT/CCCD Article XVI, Section 1)

Each College Sabbatical Leave Committee shall review sabbatical leave applications and ascertain if the proposal qualifies in meeting the stated purpose. Unqualified applications will be returned to the applicants with comments for improvement, and applicants will be urged to rewrite and resubmit their proposals. The College Sabbatical Leave Committee shall forward to the college president a list containing all of those faculty whose sabbatical leave applications have met the above purpose.

Ranking of sabbatical leave applicants will be done only when the amount of funds available for sabbatical leaves is not sufficient to send every approved applicant. The ranking system that will be used is attached.

PROPOSAL EVALUATION PROCESS:

Your sabbatical leave proposal will be judged by a committee of your colleagues; therefore, it is imperative that it be as complete and clear as possible. Please state as specifically as possible what you are going to do on your sabbatical, how you are going to do it, and what the benefit will be to you.

SALARY ON SABBATICAL:

a. I elect two equal installments following my return: ____

b. I will furnish bond in order to receive pay while on leave: ____

Upon completion of the leave and within sixty days, a written report must be submitted to the President for transmittal to the Chancellor and the Board of Trustees.

As a condition of being granted a sabbatical leave, I agree to render a portion of service to the Coast Community College District equal to twice the period of the leave.

_____ _____
(DATE) (SIGNATURE)

DEADLINE NOVEMBER 1

11/21/83

COLLEGE SABBATICAL LEAVE COMMITTEE
APPEALS PROCEDURE

Should ranking become necessary each applicant will receive a copy of his/her ranking sheet(s) providing applicant with his/her score on each criteria and his/her place in rank. A roster of ranking will be available in the Senate Office.

1. If sabbatical leaves are ranked because the amount of money available is not sufficient to send every approved applicant on leave and an applicant desires to appeal his/her ranking, and/or an applicant claims a violation of procedures, the appeals process is as follows:

a. Informal Level: A complaint may, but need not, result in a formal appeal. Before proceeding with a formal appeal, the Faculty Member shall attempt to resolve the complaint by an informal conference with the chairperson of the College Sabbatical Leave Committee. The Chairperson shall explain the process used in arriving at the rating of the proposal submitted by the appellant. The Faculty Member, who has asked for the conference, and the Chairperson may each have another Faculty Member present.

b. Formal Level: Any complaint that is not resolved at the informal level, as provided in Section 1a may be pursued through a formal appeal process in accordance with the following procedures.

Level 1: The appellant shall inform the chairperson of the College Sabbatical Leave Committee in writing within ten (10) working days after the informal meeting that he/she wishes to proceed with a formal appeal and the nature of the appeal. The chairperson will convene the appeal committee within five (5) working days after the request is received. The chairperson will chair the appeal committee and serve as a nonvoting member. The appeal committee shall consist of four (4) voting members as follows: A Faculty Member chosen by the appellant, the chairperson of the Academic Senate or his/her designee, and two members of the College Sabbatical Leave Committee; one who ranked the appellant's proposal the lowest for merit. (In the event several persons gave the proposal identical high or low rankings for merit or all persons gave the proposal the same rankings for merit, the chairperson of the College Sabbatical Leave Committee shall select the two members to serve from the appropriate group(s).)

The appeal committee may elect to take one of the following actions: (1) conclude with College Sabbatical Leave Committee's recommendation, (2) reconsider application by reviewing application for purpose of computing new ranking score, and (3) make a specific recommendation to remedy violation of procedure.

NOTE: An appeal that results in a proposal being evaluated at a higher score and if the new score is higher than the score of any Faculty Member who has been granted a sabbatical, the proposal will be forwarded to the President with the recommendation for funding. If the proposal cannot be funded, that proposal will be given first priority for the next year. If several appeals qualify because the appeals committee grants them higher scores and the proposals cannot be funded, the proposals shall be given rank order on their new scores and that order shall have precedent over new or resubmitted proposals for the next year. Under no circumstances will an appeal on merit replace a funded sabbatical leave.

A 89

SABATICAL LEAVE RANKING Procedure

The campus sabbatical leave committee shall publish its ranking system based upon criteria listed below.

I. Increased competence (20 points possible).

Applicant must meet at least two areas to receive 20 points:
Language/verbal skills
Practical, hands-on experience
Computational/statistical
Sensory perception
Other factors as identified by the applicant

II. Redirection and/or improvement of instructional services (20 points possible).

Applicant must meet at least two ares to receive 20 points:
Language/verbal skills
Practical, hands-on experience
Computational/statistical
Sensory perception
Other factors as identified by the applicant

III. Exceptional opportunity (10 points possible).

All disciplines shall be considered equal for the purpose of ranking. Anticipated specific experiences should be noted.

IV. Length of service (20 points possible).

To be awarded on a sliding scale based on length of service based on seniority.

1. Applicants are to be ranked according to the length of service time since they were first hired as full-time faculty, or by the length of time since their last sabbatical leave, whichever is the most recent. Those with the longest length of service time are to be given rank over those with less time until all applicants are ranked in a descending order, beginning with the most service time and ending with the least.

2. The "starting date" is to be defined as the official date of hire, as supplied by the District Personnel Office. "Time since previous sabbatical" is counted as beginning with the semester in which the faculty member returned to his/her teaching position from his/her sabbatical leave. Time occurring between split sabbatical leaves is counted as service time and added to the total length of time since the return from sabbatical and the most recent application being considered.

3. In the event two or more faculty members have the same total length of service time (which may result from the same starting dates or same sabbatical dates or a combination of these), they are to be ranked by lots drawn in their presence as well as that of the college president (or his representative), the president of the Academic Senate, and the chairperson of the College Sabbatical Leave Committee.

4. Length of service points will be awarded in descending order, e.g., the applicant with the most length of service will be awarded the most possible points and so on down the scale.

11/9/83

ERIC Clearinghouse for Junior Colleges